

RICHLAND COUNTY

REGULAR SESSION

AGENDA

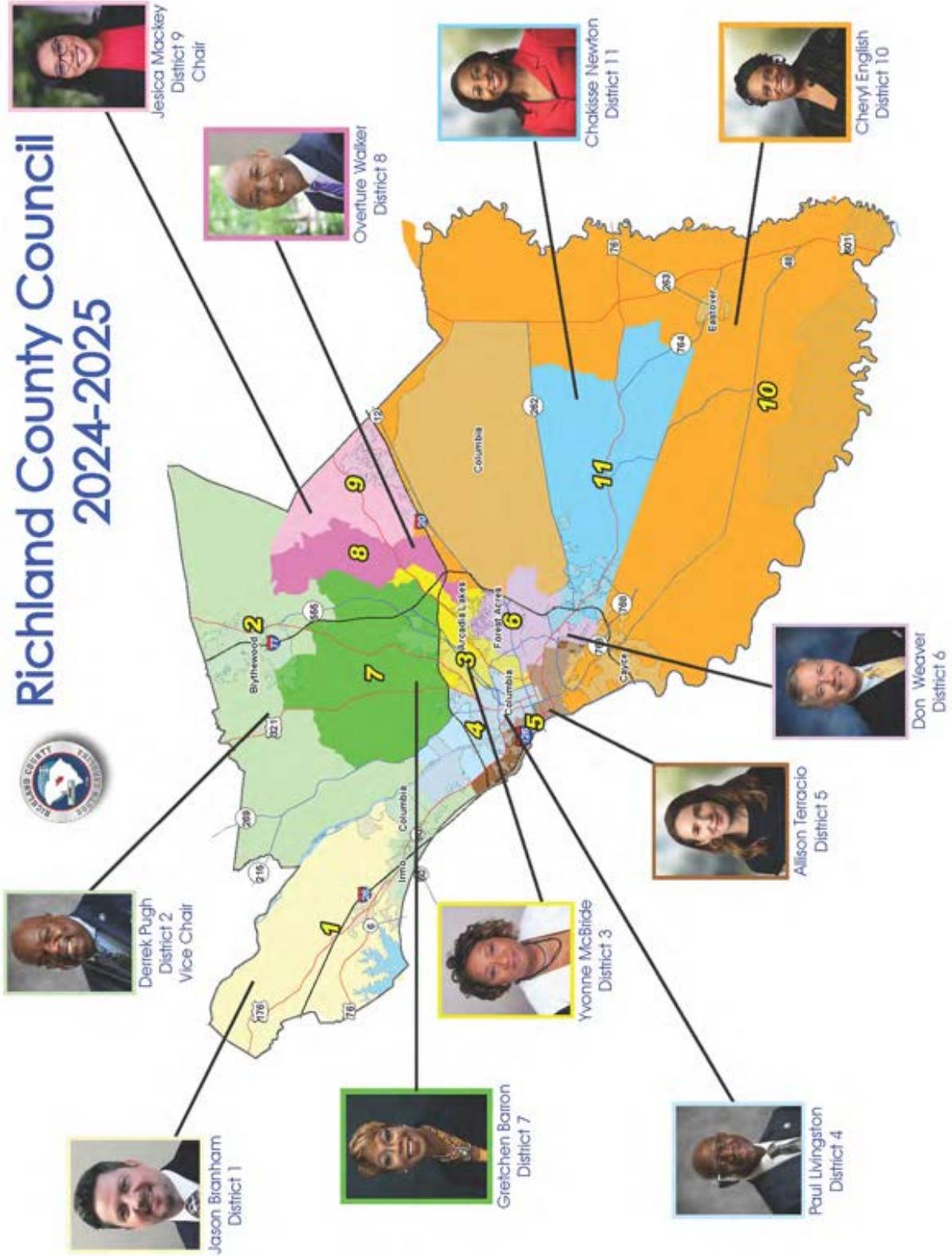


TUESDAY JUNE 18, 2024

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024-2025





**Richland County
Regular Session**

AGENDA

June 18, 2024 - 6:00 PM
Council Chambers

2020 Hampton Street, Columbia, SC 29204

- 1. CALL TO ORDER**

The Honorable Jesica Mackey, Chair
Richland County Council

 - a. ROLL CALL
- 2. INVOCATION**

The Honorable Paul Livingston
- 3. PLEDGE OF ALLEGIANCE**

The Honorable Paul Livingston
- 4. APPROVAL OF MINUTES**

The Honorable Jesica Mackey

 - a. Regular Session: June 4, 2024 [\[PAGES 9-25\]](#)
- 5. ADOPTION OF AGENDA**

The Honorable Jesica Mackey
- 6. PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing June as National Safety Month

The Honorable Jesica Mackey
The Honorable Jason Branham
The Honorable Derrek Pugh
The Honorable Yvonne McBride
The Honorable Paul Livingston
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Chakisse Newton
 - b. A Proclamation Recognizing June 20-26, 2024, as National Mosquito Control Awareness Week

The Honorable Cheryl English
The Honorable Jason Branham
The Honorable Derrek Pugh
The Honorable Don Weaver
 - c. A Proclamation Recognizing June as LGBTQI+ Month

The Honorable Derrek Pugh
The Honorable Yvonne McBride
The Honorable Allison Terracio
The Honorable Jesica Mackey
The Honorable Chakisse Newton

7. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Patrick Wright,
County Attorney

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

- a. Mid-Year Employee Performance Review [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

8. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

9. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Updates for Consideration:
 - 1. General Updates

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Jesica Mackey

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Jesica Mackey

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Silver Hills Huger, LLC; and other related matters
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Schneider Electric USA, Inc. (Project Charge) to provide for payment of a fee-in-lieu of taxes,

authorizing certain infrastructure credits; and other related matters

14. APPROVAL OF CONSENT ITEMS

The Honorable Jessica Mackey

- a. Case # 23-045MA
Raysa Sanchez
INS to R6 (.40 Acres)
1626 Horseshoe Drive
TMS # R17011-02-19 [THIRD READING] [\[PAGES 26-27\]](#)

- b. Case # 24-008MA
Heather Bounds/Christina Tran
PDD to PDD (63.95 Acres)
1312 Crane Church Rd. 7639 Fairfield Rd & Crane Church Rd.
TMS # R09600-02-13, R09600-03-02 & R09600-03-03 [THIRD READING] [\[PAGES 28-70\]](#)

- c. Case # 24-012MA
Jeff Ruble
Richland County Economic Development
HM to LI (5.15 Acres)
605 Blythewood Road
TMS # R15100-01-03 (portion) [THIRD READING] [\[PAGES 71-72\]](#)

15. THIRD READING ITEMS

The Honorable Jessica Mackey

- a. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2024 through June 30, 2025. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2024 and ending June 30, 2025 [\[PAGES 73-168\]](#)

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Silver Hills Huger LLC; and other related matter [\[PAGES 169-191\]](#)

- c. 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 Schneider Electric USA, Inc. (Project Charge) to provide for payment of a fee-in-lieu of taxes, authorizing certain infrastructure credits; and other related matters [\[PAGES 192-225\]](#)

16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Commodore; identifying the project; and other matters related thereto [\[PAGES 226-227\]](#)
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Commodore to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [\[PAGES 228-261\]](#)

17. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

- a. **NOTIFICATION OF APPOINTMENTS**
 - 1. Central Midlands Council of Governments -Three (3) Vacancies [\[PAGE 262\]](#)
 - a. Chase Clelland
 - b. David Adams
 - c. Curtis Singleton
 - d. Sebastian Guthrie (*Applicant also applied for Community Relations Council)
 - 2. Community Relations Council - Six (6) Vacancies [\[PAGE 263\]](#)
 - a. Lorrie Floyd-Gregory
 - b. Teresa Holmes
 - c. Sebastian Guthrie (*Applicant also applied for Central Midlands Council of Governments)
- b. **NOTIFICATION OF VACANCIES** [\[PAGE 264\]](#)

1. 1. Accommodations Tax Committee – Three (3) Vacancies (ONE applicant must have a background in the lodging industry, ONE applicant must have a background in the hospitality industry, and ONE applicant must have a cultural background)
2. Board of Assessment Appeals Board - One (1) Vacancy
3. Board of Zoning Appeals – One (1) Vacancy
4. Building Codes Board of Appeals – Seven (7) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from Fire Industry as alternates)
5. Business Service Center Appeals Board – Three (3) Vacancies (ONE applicant must be from the Business Industry and TWO applicants must be CPAs)
6. Community Relations Council – Three (3) Vacancies
7. Employee Grievance Committee – One (1) Vacancy (Applicant must be a Richland County Government employee)
8. Hospitality Tax Committee – Four (4) Vacancies (TWO applicants must be from the Restaurant Industry)
9. Township Auditorium – One (1) Vacancy

**The vacancies will be advertised on or about June 21, 2024
Applications will be accepted until July 19, 2024.**

18. OTHER ITEMS

The Honorable Jesica Mackey

- a. FY24 - District 11 Hospitality Tax Allocations
[PAGES 265-266]

1. Riverbanks Zoo - \$10,000

19. EXECUTIVE SESSION

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.

Patrick Wright,
County Attorney

20. MOTION PERIOD

21. ADJOURNMENT

The Honorable Jesica Mackey



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



Richland County Council
Regular Session
MINUTES
June 4, 2024 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Leonardo Brown, Anette Kirylo, Stacey Hamm, Susan O’Cain, Dale Welch, Kyle Holsclaw, Andrew Haworth, Tamar Black, Patrick Wright, Michael Maloney, Judy Carter, Jackie Hancock, Jennifer Wladischkin, Chelsea Bennett, Maddison Wilkerson, Lori Thomas, Tish Gonzales, John McKenzie, Shirani Fuller, Bill Davis, Crayman Harvey, Darlene Gathers, Thomas Gilbert, Brittney Terry-Hoyle, John Thompson, Dante Roberts, Geo Price, Ojetta O’Bryant, Matiah Pough, Oscar Rosales, and Sandra Haynes

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Paul Livingston.
4. **APPROVAL OF MINUTES**
 - a. Special Called Meeting: May 14, 2024 – Ms. Terracio moved to reconsider Item 19(a): Report of the Affordable Housing Ad Hoc Committee, seconded by Ms. Barron. Ms. Terracio noted that the committee needed to continue work, and they were not ready to make a recommendation to the Council.

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

The vote in favor was unanimous.
 - b. Zoning Public Hearing: May 21, 2024
 - c. Special Called Meeting: May 23, 2024

Ms. Terracio moved to approve the May 14, 2024, Special Called Meeting minutes, as amended, the May 21, 2024, Zoning Public Hearing minutes, and the May 23, 2024, Special Called Meeting minutes as distributed, seconded by Ms. Barron.

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

The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Ms. Mackey requested to defer Items 8(a), 14(a), and 17(a): “An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl” until the next Council meeting.

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

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

The vote in favor was unanimous.
6. **PRESENTATION OF RESOLUTIONS** – Ms. Barron moved to adopt the resolutions recognizing the life of Cedrick Lamont Richie, II, and June as the Joy of Fatherhood Month, seconded by Ms. English.

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

The vote in favor was unanimous.

- a. A Resolution Recognizing the Life of Cedrick Lamont Richie, II – Ms. English read the resolution into the record.
- b. A Resolution Recognizing June as the Joy of Fatherhood Month – Ms. Mackey read the resolution into the record.

7. **PRESENTATION OF PROCLAMATIONS**

- a. A Proclamation Recognizing Blythewood High School Girls' Track Team as 5A State Champions – Ms. Chelsea Bennett, Deputy Director - Communication/Public Information Office, read the proclamation into the record.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)**

- a. Animal Care Ordinance – This item was deferred.
- b. Alvin S. Glenn Detention Center Update [Pursuant to SC Code 30-4-70(a)(2)]
- c. Legal Department Budget [Pursuant to SC Code 30-4-70(a)(2)]

Mr. Walker moved to go into Executive Session, seconded by Ms. English.

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:37 PM
and came out at approximately 6:50 PM***

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

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

The vote in favor was unanimous.

Ms. Mackey indicated council entered into Executive Session to receive legal advice regarding the Legal Department's Budget. No action was taken in Executive Session.

9. **CITIZENS' INPUT**

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

10. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
 1. Jodi Moseley, 1008 Wotan Road, Columbia, SC 29229 – Columbia Classical Ballet
 2. Myra Nelson, 124 White Birch Circle, Columbia, SC 29223 – Columbia Classical Ballet
 3. Lisa Smarr, 720 Kawana Road, Columbia, SC 29205 – Columbia Classical Ballet

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration

1. *PEBA Update* – The County Administrator Leonardo Brown stated this item is before the body because there is a window of time in which the County has to provide feedback to PEBA regarding the following matter: "On March 6, 2024, the PEBA Board of Directors voted unanimously to amend the definition of 'Employee' for the purposes of eligibility to participate in the state insurance benefits program. This amendment allows councils of participating counties and municipalities to exercise a one-time, irrevocable option to exclude their councilmembers from the definition of 'Employee.'" He noted he is required to execute a document indicating what Council's desire is. The recommendation is to continue to offer state insurance benefits to the Council.

Mr. Walker moved to accept the Administrator's recommendation to continue to offer state insurance benefits to Council members, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

The motion for reconsideration failed.

- b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance) – Mr. Brown indicated these three items relate to excess mitigation credits. The funds from the sale of the mitigation credits will go back into the Transportation Program. The staff's recommendation is for approval.
1. *Community Planning & Development – Conservation – Mitigation Bank Credit Sales – D.R. Horton, Inc. Granite Falls*
 2. *Community Planning & Development – Conservation – Mitigation Bank Credit Sales – Lexington, Health, Inc.*
 3. *Community Planning & Development – Conservation – Mitigation Bank Credit Sales – SCDOT I-26 Widening*

Ms. Barron moved to approve Items 11(b)(1), (b)(2), and (b)(3), seconded by Ms. Terracio.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 11(b)(1), (b)(2), and (b)(3), seconded by Ms. Mackey.

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

The motion for reconsideration failed.

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

- a. Strategic Planning Forum Update – The Clerk of Council, Anette Kirylo, requested Council to give her direction on a location for the 2025 Strategic Planning Forum.

Ms. Barron moved to hold the 2025 Strategic Planning Forum in Rock Hill, South Carolina, seconded by Ms. English.

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

The vote in favor was unanimous.

13. **REPORT OF THE CHAIR** – Ms. Mackey welcomed Ms. McBride back for tonight's Council meeting.

14. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl – The public hearing for this item was deferred.
- b. An Ordinance Amending Chapter 17, Motor Vehicles in Traffic; Article II, General Traffic and Parking Regulations, Section 17-9, through truck traffic prohibited; so as to include Clearwater Road, Crestwood Road, and Edgewater Drive – No one signed up to speak.
- c. An Ordinance Amending Chapter 12, Solid Waste, Recycling, and Public Sanitation; Article VII, Enforcement; Section 12-66, Penalties; so as to amend the language therein – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. Case #23-045MA, Raysa Sanchez, INS to R6 (.40 Acres), 1626 Horseshoe Drive, TMS # R17011-02-19 [SECOND READING]
- b. Case #24-008MA, Heather Bounds/Christina Tran, PDD to PDD (63.95 Acres), 1312 Crane Church Rd., 7639 Fairfield Rd. & Crane Church Rd., TMS # R09600-02-13, R09600-03-02, & R09600-03-03 [SECOND READING]
- c. Case #24-012MA, Jeff Ruble, Richland County Economic Development, HM to LI (5.15 Acres), 605 Blythewood Road, TMS # R15100-01-03 (portion) [SECOND READING]
- d. Department of Public Works – Engineering- Comprehensive Transportation Improvement Program – Road Rehabilitation Award
- e. Department of Public Works – Engineering – Springwood Lakes Dam Rehab Design Services

- f. Sheriff's Department – Department of Alcohol and Other Drug Abuse Services (DAODAS) Law Enforcement Assisted Diversion (LEAD) Project Coordinator Grant

Ms. Newton moved to approve Items 15(a) – 15(f), seconded by Ms. Terracio.

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

The vote in favor was unanimous.

Ms. English moved to reconsider Items 15(d) – 15(f), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

16. **THIRD READING ITEMS**

- a. An Ordinance Amending Chapter 17, Motor Vehicles in Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, through truck traffic prohibited; so as to include Clearwater Road, Crestwood Road, and Edgewater Drive – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

Ms. Mackey requested a friendly amendment to add Risdon Way and Sparkleberry Lane Extension.

Mr. Pugh accepted the amendment.

Ms. Newton noted when the other roads went through Council, we received information about them, why they were being added to the ordinance, and traffic impact studies. She inquired if there was additional information Ms. Mackey could share about the roads she wished to add.

Ms. Mackey stated Sparkleberry Lane Extension and Risdon Way are roads previously requested to prohibit through truck traffic but did not make their way to the list.

Mr. Brown indicated that this cut-through area has been identified. Staff pointed out that Risdon Way would be appropriate to be included because that is where traffic cuts through from Sparkleberry Lane Extension. It would not be prohibitive for Council to consider these other roads and streets.

Mr. Weaver asked what type of “through truck traffic” the County would be prohibiting.

Mr. Brown responded the prohibition would be on large trucks using neighborhood roads to bypass traffic in which they do not want to sit.

Ms. McBride inquired if there would be any additional cost to add these two roads.

Mr. Brown replied the cost would be de minimum.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. An Ordinance Amending Chapter 12, Solid Waste, Recycling, and Public Sanitation; Article VII, Enforcement; Section 12-66, Penalties; so as to amend the language therein – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

17. **SECOND READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl – This item was deferred.
- b. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2024 through June 30, 2025. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2024 and ending June 30, 2025
- c. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2024 through June 30, 2025

Mr. Walker moved to approve Items 17(b) and (c), seconded by Ms. Barron.

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

Not Present: Newton

The vote in favor was unanimous.

GRANTS

- 1. *Accommodations Tax (Approve A-Tax revenue projects; \$640,000)*
- 2. *Accommodations Tax (Approve A-Tax use of fund balance; \$135,000)*
- 3. *Accommodations Tax (Approve A-Tax transfer out; \$25,000)*
- 4. *Accommodations Tax (Approve A-Tax committee recommendations; \$750,000)*
- 5. *Hospitality Tax (Approve H-Tax revenue projections; \$10,442,422)*
- 6. *Hospitality Tax (Approve H-Tax use of fund balance; \$2,019,470)*
- 7. *Hospitality Tax (Approve H-Tax transfer out; \$4,985,350)*
- 8. *Hospitality Tax (Approve H-Tax committee recommendations; \$600,000)*

Ms. Terracio moved to approve Items #1-9, seconded by Ms. Barron.

Ms. Mackey made a friendly amendment to pull out Item #9.

Ms. Terracio accepted the friendly amendment.

Ms. McBride inquired as to the fund balance for Accommodations Tax.

Ms. Maddison Wilkerson, Budget Director, stated that as of June 30, 2023, the fund balance is \$655,000, and we would be using \$135,000.

Ms. McBride indicated she would like to know the fund balance for Hospitality Tax.

Ms. Wilkerson stated that as of June 30, 2023, the fund balance was \$16,787.884, and we would be using \$2,019,470.

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

The vote in favor of Items #1-8 was unanimous.

- 9. *Hospitality Tax (Approve H-Tax Council discretionary; \$82,425 for each council district; \$906,675)*—Ms. Terracio moved to approve the Hospitality Tax Council discretionary of \$82,425 per council district, which equates to \$906,675, seconded by Ms. Barron.

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

Not Present: Newton

The vote in favor was unanimous.

- 10. *Hospitality Tax (Approve funding for Columbia Museum of Art at the requested amount; Requested: \$1,450,000 – committee awarded: \$11,000; \$1,430,200)*

11. *Hospitality Tax (Approve funding for Historic Columbia Foundation at the requested amount; Requested: \$675,000 – committee awarded: \$8,333; Last year awarded: \$622,500; \$666,667)*
12. *Hospitality Tax (Approve funding for EdVenture at the requested amount; Requested: \$1,450,000 – committee awarded: \$20,000; \$1,430,000)*
13. *Hospitality Tax (Approve funding for Township Auditorium Foundation at the requested amount; Requested: \$415,000 – committee awarded \$6,250; \$408,750)*
14. *Hospitality Tax (Approve funding for Capital City Lake Murray Country; Requested: \$200,000 – committee awarded: \$40,000; Last year awarded: \$150,000; \$160,000)*
15. *Hospitality Tax (Approve funding for Columbia Metro Convention & Visitors Bureau; Requested: \$500,000 – committee awarded: \$28,750; Last year awarded: \$275,000; \$471,250)*
16. *Hospitality Tax (Approve funding for Columbia International Festival; Requested: \$300,000 – committee awarded: \$25,000; Last year awarded: \$235,000; \$275,000)*
17. *Hospitality Tax (Approve funding for South East Rural Community Outreach (SERCO); Requested: \$120,000 – committee awarded: \$0; Last year awarded: \$90,000; \$120,000)*
18. *Hospitality Tax (Approve carry over any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY 2025 budget; \$250,000)*
19. *Hospitality Tax (Approve carry over any unexpended funds from the Historical Corridor to FY 2025 budget; \$228,105)*
20. *Hospitality Tax (Approve funding of \$1,000,000 to complete the Township Auditorium parking lot project; \$1,800,000 funded through assigned capital fund balance, need an additional \$1,000,000 to complete the project; \$1,000,000)*

Ms. Barron moved to approve Items #10-20, seconded by Ms. Terracio.

Ms. Terracio requested a friendly amount to fund South East Rural Community Outreach (SERCO) at last year's amount of \$90,000.

Ms. Barron accepted the amendment.

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

Not Present: Newton

The vote in favor was unanimous.

21. *Hospitality Tax (Approve \$70,000 in funding to the Lower Richland Sweet Potato Festival for their annual festival in FY 2025; Committee awarded \$20,000; Funding at \$70,000 would increase the use of fund balance by \$50,000; \$50,000) – Ms. English moved to approve \$40,000 in funding for the Lower Richland Sweet Potato Festival, seconded by Mr. Pugh.*

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

Not Present: Newton

The vote in favor was unanimous.

22. *Hospitality Tax (Approve \$50,000 in funding to Latino Communications CDC in FY 2025; Committee awarded \$6,000; Funding at \$50,000 would increase the use of fund balance by \$44,000; \$44,000) – Ms. Barron moved to approve the use of \$44,000 from the Hospitality Tax fund balance to fund Latino Communications CDC at \$50,000, seconded by Ms. English.*

Ms. Mackey inquired if the \$44,000 is already included in the amount approved on Item #6.

Ms. Wilkerson stated it was not included.

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

Not Present: Pugh and Newton

The vote in favor was unanimous.

23. *Hospitality Tax (Approve carrying over any unexpended hospitality funds from each Councilmember District to FYThe25 budget) – The motion on Item #24 overrode this item.*

24. *Hospitality Tax (Approve carrying over up to \$300,000 of unexpended hospitality tax funds from each Councilmember District to FY2025 budget)* – Ms. Mackey moved to approve carrying over up to \$300,000 of unexpended hospitality tax funds from each Council district to FY25, seconded by Ms. Barron.

Ms. McBride inquired if any Council district had more than \$300,000 of unexpended hospitality tax funds.

Ms. Mackey indicated Mr. Weaver does courtesy of his predecessor.

Ms. McBride inquired if Mr. Weaver could not return the hospitality tax funds if he did not want to utilize them.

Mr. Brown responded Mr. Weaver could not independently take action to return the funds based on the previous motions to roll the funds over.

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

Not Present: Newton

The vote in favor was unanimous.

25. *Hospitality Tax (Approve funding the Riverbanks Zoo at \$1,509,800 from hospitality tax fund balance; Requested: \$3,019,600; the remaining would come from .7 mills; \$1,501,712)* – This item was taken under Item #95.
26. *Neighborhood Redevelopment (Approve neighborhood improvement grant recommendations; \$92,250)*
27. *Conservation Commission (Approve Conservation Commission grant recommendations; \$250,000)*
28. *Various Grant Funded Depts. (Approve department requests that are applying for external grants in FY 2025, required matching of County funds, and grant-funded positions; Departments requesting approval of applying for various grants. Potential total external incoming revenue of \$120,462,281 and associated matching of County funds: \$1,376,474 in General Fund, \$11,856,490 in Other Funds [Excludes ARPA funding, since previously approved]; \$133,695,245)*

Ms. Terracio moved to approve Items #26-28, seconded by Ms. Barron.

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

Not Present: Newton

The vote in favor was unanimous.

GENERAL FUND

29. *County-wide Departments (Approve Projected Operating General Fund Revenue as presented in the FY 2025 Recommended Budget Book, including sufficient operating millage to achieve \$131,340,500 in property tax collections; \$216,959,183)* – Ms. Mackey moved to approve the Projected Operating General Fund Revenue as presented in the FY25 Recommended Budget Book, including sufficient operating millage to achieve \$131,340,500 in property tax collections, seconded by Ms. Terracio.

Ms. English inquired about the \$216,959,183 amount listed on the motions list.

Ms. Wilkerson indicated the \$131,340,500 referenced in the motion is only related to the property tax collections. The \$216,959,183 includes all revenue collected.

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

Not Present: Newton

The vote in favor was unanimous.

30. *County-wide Departments (Approve General Fund Transfers In from H-Tax and A-Tax Funds as presented in the FY 2025 Recommended Budget Book; \$3,525,000)* – Ms. Mackey moved to approve the General Fund Transfers in from Hospitality Tax and Accommodations Tax funds of \$3,525,000, as presented in the FY25 Recommended Budget Book, seconded by Mr. Branham.

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

Not Present: Newton

The vote in favor was unanimous.

31. *Administration (Approve allocation of indirect cost to special revenue and enterprise fund departments as presented at the May 9, 2024 work session; \$4,761,209)*

32. *Planning (Approve refining and redesigning the Land Development Fee schedule as presented by Richland County's Planning Department; The new land development fee schedule was presented by Ms. Fuller during the Budget Work Session on May 14, 2024)*

33. *County-wide Departments (Approve Projected Use of General Fund Assigned Fund Balance to support Capital project expenditure as presented in the FY 2025 Recommended Budget Book; \$6,225,000)*
34. *County-wide Departments (Approve continued funding for step increase according to the compensation study implemented in FY 2024; \$2,184,948)*
35. *County-wide Departments (Approve all general fund new positions as presented at the May 14, 2024 work session starting January 1, 2025; \$238,901)*

Mr. Weaver moved to approve Items #31-35, seconded by Ms. Barron.

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

Not Present: Newton

The vote in favor was unanimous.

36. *Solicitor & Council Services (Approve the Solicitor's request for a new public information coordinator starting January 1, 2025 in lieu of the public policy new position in Council Services; Position grades are very similar. No budgetary impact if starting January 1, 2025)*
37. *County-wide Departments (Approve General Fund Overall Personnel, Operating and Capital Expenditures as presented in the FY 2025 Recommended Budget Book; \$213,881,834)*
38. *Transfer Out (Approve General Fund Operating Transfers Out as presented in the FY 2025 Recommended Budget Book; \$15,119,809)*
39. *Lump Sum Agencies (Approve funding the Central Midlands COG for FY 2025; \$219,380)*
40. *Lum Sum Agencies (Approve funding the LRADAC for FY 2025; \$1,350,000)*

Mr. Pugh moved to approve Items #36-40, seconded by Ms. Barron.

Ms. McBride inquired if there was another position available for Council staff. She indicated that Council is in dire need of research and public policy.

Ms. Mackey responded there were two positions for the Clerk to Council's Office. This motion is to replace the public policy position.

Ms. McBride indicated the salary listed was approximately \$26,000/year.

Ms. Mackey stated that the amount does not represent a full year's salary, as advertising and finding a person would take a while.

Ms. Wilkerson replied that the research analyst position would be approximately \$68,000, and the public policy position would be roughly \$88,000.

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

Not Present: Newton

The vote in favor was unanimous.

41. *Community Impact Grants (Approve community impact grant community partners request; Requested: \$1,201,546 – committee recommended: \$988,200; \$988,200)*
42. *Community Impact Grants (Approve community impact grant committee competitive recommendations; Committee awarded \$658,800; \$658,800)*

Ms. Mackey moved to approve Items #41-42, seconded by Ms. English.

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

Opposed: McBride

Not Present: Newton

The vote was in favor.

43. *Community Impact Grants (Approve funding for Senior Resources at the requested amount; Requested: \$548,046 – Committee recommended: \$387,700; Requires use of fund balance or decreasing funding levels of other organizations; \$163,346) – Mr. Livingston moved to approve funding for Senior Resources at the requested amount of \$548,046, which would require the use of \$163,346 from fund balance or to decrease funding levels of other organizations, seconded by Ms. Barron.*

Mr. Livingston maintained that Senior Resources has received at least \$548,000 for the last six or seven years. This year, the recommended budget is significantly lower, at \$387,700, which is \$163,346 less than they received in the past few years. His motion intends to reinstate them at the same level. He indicated this is a dedicated agency for Richland County. Richland-Lexington County Council on Aging was sanctioned by Richland and Lexington counties for many years. Lexington County moved out; therefore, Richland County decided to have a public-private partnership with Senior Resources. He noted his recommendation is to transfer out \$163,346 from the General Fund to make Senior Resources whole. He suggested we look at a different way to fund Senior Resources in the future. For example, Lexington County funds its senior programs through a millage. Fairfield and Newberry counties fund their senior services with General Fund dollars.

Ms. Barron expressed her support for Senior Resources and the services it provides to seniors. She noted that if this body is invested in funding resources for seniors, we need to find a way to fund the program(s) consistently. She has mixed feelings about where we are getting the funds from. She requested further clarification on the impact of taking the funds from the General Fund.

Ms. Wilkerson indicated that Item #38 concerns transfers out from the General Fund, which offset other funds. She noted that Mr. Livingston's motion was to decrease the transfer out by \$163,346. If we choose to decrease the transfer out, one of the other funds would not be made whole, and there would not be enough revenue to have a balanced budget.

Mr. Livingston clarified that his motion was not to decrease the transfer out but to increase it by \$163,346.

Ms. Wilkerson asserted the only way to accomplish the intent of Mr. Livingston's motion is to take the \$163,346 from the General Fund fund balance.

Ms. Terracio inquired about the impact on the General Fund fund balance.

Ms. Thomas stated at the end of FY24, there was \$43,525,320 in unassigned fund balance, which means 22.64% of the prior year's expenditures were available. The budget proposed for FY25 would leave us with 21% in the unassigned fund balance, leaving us with \$1,619,291 before we drop below 20%. If we were to utilize the \$163,346 of fund balance, it would bring us to approximately 20.8%. The available unassigned fund balance policy is 20-35%.

Ms. Mackey pointed out that the body has worked for several years to create a process. She understands the history Mr. Livingston provided about Senior Resources. The Community Grants Committee is in its second year of funding, and we have had conversations about the organizations, applications, and how to apply. At no time was it mentioned that we should treat funding Senior Resources differently. At this point, we have to consider how to fund non-profits. There were so many non-profits we could not fund or meet their full ask. She acknowledged we could not meet Senior Resource's total funding request, but \$387,700 is still the largest amount of funding allocated to a non-profit. If the body wants to get Senior Resources to their previous amount, we should look at what other organizations we are willing not to fund. Using General Fund fund balance goes against many of the principles we have stated we wanted to create a fair process for our non-profits.

Mr. Weaver called for the question.

In Favor: McBride, Terracio, Weaver, Barron, and Walker

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

Not Present: Newton

**During the voting process, Ms. Mackey inquired if Council was out of order of Robert's Rules of Order.

County Attorney Wright responded that Mr. Weaver called for the question; therefore, Council is voting on Mr. Livingston's motion.

The motion failed.

44. *Lump Sum Agencies (Approve funding for the Main Street District at the requested amount; Requested: \$50,000; Funded at \$47,500 last year; \$50,000)* – Mr. Livingston moved to approve funding for the Main Street District at the requested amount of \$50,000, seconded by Ms. English.

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

Not Present: Newton

The vote in favor was unanimous.

45. *County-wide Departments (Adjust and approve Projected Use of General Fund Balance to support overall General Fund expenditures as necessary)*
46. *Non-Departmental (Approve assigning \$4,000,000 of unexpended FY24 funding for affordable housing in FY25; \$4,000,000)*

Ms. Mackey moved to approve Items #45-46, seconded by Ms. Barron.

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

Not Present: Newton

The vote in favor was unanimous.

SPECIAL REVENUE FUNDS

47. *Economic Development (Approve revenue and expenditure budget of Economic Development; \$8,957,203)*
48. *Emergency Telephone System (Approve revenue and expenditure budget of Emergency Telephone System; \$7,783,549)*
49. *Fire Service (Approve revenue and expenditure budget of Fire Services; \$36,851,850)*
50. *Hospitality Tax (Approve revenue and expenditure budget of Hospitality Tax; \$12,461,892)*
51. *Accommodations Tax (Approve revenue and expenditure budget of Accommodations Tax; \$775,000)*
52. *Transportation Tax (Approve revenue and expenditure budget of Transportation Tax; \$96,682,144)*
53. *Mass Transit (Approve revenue and expenditure budget of Mass Transit; \$27,193,375)*
54. *Neighborhood Redevelopment (Approve revenue and expenditure budget of Neighborhood Redevelopment; \$994,000)*
55. *Public Defender (Approve revenue and expenditure budget of Public Defender; \$6,646,727)*
56. *Title IVD-Sheriff's Fund (Approve revenue and expenditure budget of Title IVD-Sheriff's Fund; \$67,824)*
57. *Title IV-Family Court (Approve revenue and expenditure budget of Title IV-Family Court; \$1,425,716)*
58. *School Resource Officers (Approve revenue and expenditure budget of School Resource Officers; \$8,560,752)*
59. *Victim's Assistance (Approve revenue and expenditure budget of Victim's Assistance; \$1,407,504)*
60. *Tourism Development (Approve revenue and expenditure budget of Tourism Development; \$1,332,000)*
61. *Tourism Development (Approve funding the Columbia Metropolitan Convention Center at FY2024 level; \$637,359)*
62. *Temporary Alcohol Permits (Approve revenue and expenditure budget of Temporary Alcohol Permits; \$111,947)*
63. *Stormwater Management (Approve revenue and expenditure budget of Stormwater Management; \$4,277,541)*
64. *Conservation Commission (Approve revenue and expenditure budget of Conservation Commission; \$2,608,552)*
65. *Road Maintenance (Approve revenue and expenditure budget of Road Maintenance; \$12,042,077)*
66. *Child Fatality Review (Approve revenue and expenditure budget of Child Fatality Review; \$35,000)*

Ms. Barron moved to approve Items #47-66, seconded by Mr. Pugh.

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

Not Present: Newton

The vote in favor was unanimous.

67. *Temporary Alcohol Permits (Approve funding for River Alliance for FY 2025; This expenditure is budgeted in Temporary Alcohol Permits Fund; Last year funding was \$55,000; Increase to \$70,000 would require a \$15,000 use of fund balance; \$70,000) – Ms. Terracio moved to approve funding for the River Alliance for FY25 at \$70,000, which will require the use of \$15,000 of Temporary Alcohol Permit fund balance, seconded by Ms. Barron.*

Ms. Wilkerson indicated there is currently \$592,000 in the Temporary Alcohol Permits fund balance.

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

Not Present: Newton

The vote in favor was unanimous.

68. *County-wide Departments (Approve Other Fund New Positions as presented in the FY 2025 Recommended Budget Book; \$339,439) – Ms. Barron moved to approve Other Fund New Positions as presented in the FY25 Recommended Budget Book for \$339,439, seconded by Ms. English.*

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

Not Present: Newton

The vote in favor was unanimous.

DEBT SERVICE

- 69. *General Obligation Debt Service (Appropriate funding to fund debt service; \$18,721,888)*
- 70. *Fire Bonds Debt Service (Appropriate funding to fund debt service; \$555,000)*
- 71. *Hospitality Refund 2013A B/S (Special Assessment) (Appropriate funding to fund debt service; \$1,486,963)*
- 72. *RC IP Bonds 2019 (Appropriate funding to fund debt service; \$1,605,577)*
- 73. *School District I Debt Service (Appropriate funding to fund debt service; \$44,442,462)*
- 74. *School District II Debt Service (Appropriate funding to fund debt service; \$64,854,932)*
- 75. *Recreation Commission (Appropriate funding to fund debt service; \$458,016)*
- 76. *Riverbanks Zoo & Garden (Appropriate funding to fund debt service; \$2,670,190)*
- 77. *East Richland Public Service Dist. (Sewer) (Appropriate funding to fund debt service \$1,438,560)*
- 78. *Transportation Bonds (Appropriate funding to fund debt service; \$14,434,250)*

Ms. Barron moved to approve Items #69-78, seconded by Mr. Pugh.

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

Not Present: Newton

The vote in favor was unanimous.

CAPITAL IMPROVEMENT PLAN

- 79. *Capital Projects (Approve multi-year comprehensive capital improvement plan as presented in the FY 2025 Recommended Budget Book [FY 2025 – FY 2026]; \$256,035,036) – Mr. Pugh moved to approve the multi-year comprehensive capital improvement plan as presented in the FY25 Recommended Budget Book, seconded by Ms. Barron.*

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

Not Present: Newton

The vote in favor was unanimous.

ENTERPRISE

- 80. *Solid Waste Enterprise Fund (Approve 4.75% increase in the Landfill's rate schedule for FY 2025 as presented by the Department in the Council Budget Work Session on May 9, 2024; \$1,254,490)*
- 81. *Solid Waste Enterprise Fund (Approve Mill Cap budget for Landfill; \$7,957,000)*
- 82. *Solid Waste Enterprise Fund (Approve 4.75% increase in Curbside Collector's rate schedule for FY 2025 as presented by the Department in the Council Budget Work Session on May 9, 2024; \$36,401,191)*
- 83. *Solid Waste Enterprise Fund (Approve funding for Solid Waste's total budget; \$45,612,681)*
- 84. *Solid Waste Enterprise Fund (Approve funding for Keep Midlands Beautiful; \$42,900)*
- 85. *Richland County Utilities (Approve proposed 10% volumetric water rate increases and fee schedule presented by Richland County Utilities in the Council Budget Work Session on May 9, 2024; \$264,138)*
- 86. *Richland County Utilities (Approve proposed 4% sewer rate increase and fee schedule presented by Richland County Utilities in the Council Budget Work Session on May 9, 2024; \$14,751,760)*
- 87. *Richland County Utilities (Approve use of fund balance of \$10,000,000 for paygo capital projects as presented by Richland County Utilities in the Council Budget Work Session on May 9, 2024; \$10,000,000)*
- 88. *Richland County Utilities (Approve funding for Richland County Utilities total budget; \$25,015,898)*

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- 89. *Hamilton-Owens Airport Operating (Approve funding for Richland County Airport budget; \$474,078)*
- 90. *Hamilton-Owens Airport Operating (Approve use of fund balance of \$191,361 as presented by the Hamilton-Owens Airport in the Council Budget Work Session on May 9, 2024; \$191,361)*
- 91. *Hamilton-Owens Airport Operating (Approve funding for the Hamilton-Owens Airport total budget; \$665,439)*

Ms. Barron moved to approve Items #80-91, seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English
 Not Present: Newton

The vote in favor was unanimous.

MILLAGE AGENCIES

- 92. *Recreation Commission (Approve the agency's budget request for FY 2025; 2 mill increase to operating millage; Requesting mill cap of .6 mills plus 1.4 mills lookback; Offset by decreasing debt service millage by 2 mills for 1 year; \$19,743,400)* – Mr. Walker moved to approve the agency's budget request for a 2 mill increase to the operating millage. The agency is requesting the mill cap of .6 mills plus 1.4 mills lookback, which will be offset by decreasing debt service millage by 2 mills for 1 year. Ms. Barron seconded the motion.

Ms. Newton stated that, for clarification, increasing the operating millage by 2 mills while acknowledging the offset in the debt service means it is a net loss and a zero tax increase to approve this item.

Mr. Walker responded in the affirmative. He noted that this is for one year, and the debt service will return to its previous level next year. Council will have to remember that the 2 mill operating millage increase is for this year; otherwise, the 2 mill increase will remain on the books.

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

The vote was in favor.

- 93. *Columbia Area Mental Health (Approve the agency's budget request at FY 2025 – No Mill Budget; \$3,017,923)* – Mr. Pugh moved to approve the agency's FY25 budget request of a no mill budget of \$3,017,923, seconded by Mr. Weaver.

Mr. Walker indicated a no-mill increase budget would be \$2,900,600, but what is requested is \$3,017,923; therefore, there seems to be a discrepancy.

Ms. Wilkerson stated that the request submitted was \$50,000 more than what the Auditor provided, but they had a carry-forward of \$50,000 they could use.

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

The vote in favor was unanimous.

- 94. *Public Library (Approve the agency's budget request at FY 2025 – No Mill Budget; \$34,505,365)* – Mr. Pugh moved to approve the agency's FY25 budget request of a no mill budget increase of \$34,505,365, seconded by Mr. Walker.

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

The vote in favor was unanimous.

- 95. *Riverbanks Zoo and Gardens (Approve the agency's operating millage at .7 mills for FY 2025; Total agency request = \$3,019,600; .7 mills will provide \$1,517,888 in revenue, the additional \$1,501,712 to be funded by hospitality tax; \$1,517,888)* – Ms. Terracio moved to approve the agency's operating millage at .7 mills for FY25 of \$1,517,888, seconded by Ms. Mackey

Ms. Mackey pointed out that Riverbanks Zoo currently has a millage of 1.4 mills. This motion reduces the millage to .7 mills and provides the remaining funds for their overall budget from Hospitality Tax dollars. Late

last year, there were discussions related to the zoo's funding, our support of the additional bonds, and how we could help alleviate the tax burden on taxpayers by using Hospitality Tax funds.

Ms. Barron noted Ms. Terracio's motion did not include using Hospitality Tax funds.

Ms. Mackey clarified that the motion's intent is to use Hospitality Tax funds to make the zoo's overall budget whole. The Hospitality Tax portion will be taken up under the Hospitality Tax portion of the budget.

Mr. Branham made a friendly amendment to include Item #25: "*Hospitality Tax (Approve funding the Riverbanks Zoo at \$1,509,800 from hospitality tax fund balance; Requested: \$3,019,600; the remaining would come from .7 mills; \$1,501,712).*"

Ms. Terracio accepted the friendly amendment.

Ms. McBride indicated her concern is that we are reducing their millage by 50%. Based on her knowledge of hospitality funds, there are only certain ways you can expend the funds. She wondered about the impact of reducing the millage and the zoo's ability to address their needs with hospitality funds.

Ms. Mackey stated, that in her conversations with the zoo, they felt as if Hospitality Tax funds could help them continue to operate. In addition to Richland County providing Hospitality Tax funds, other municipalities are looking at giving them Hospitality Tax funds for operations.

Ms. Newton emphasized that this would be reviewed every year. We do not intend to prevent the zoo from operating as it needs to. We are acknowledging that we have this additional source of funding, which can help meet their needs and offset the tax burden on our residents.

Ms. McBride inquired if there is written documentation of how the funds will be expended.

Assistant County Administrator Lori Thomas maintained there are many groups in our Hospitality Ordinance that allocated funds annually, and not necessarily through a grant process. This would be treated like that. In order for them to receive the funds, they would have to show that the funds are expended on appropriate items in accordance with the State statute.

Ms. McBride pointed out that the County has certain programs that we require to have a grant plan, and others can submit a general request but do not have to provide a plan.

Ms. Thomas responded general requests typically come in the form of a motion from Council members, and the Council members know what the funds will be used for. As to the process, there is a Hospitality Tax Committee that takes up grant applications. However, there is no formal process for other Hospitality Tax requests, and would need to be decided by the body.

Ms. McBride indicated we might be voting on something there is no policy on.

Ms. Thomas responded the use of Hospitality Tax is based upon the use of funding by State statute. As far as the Council's policy related to Hospitality Tax, she cannot tell you what the actual policy is for the use of all funds other than the committee grants, which are based on a competitive process.

Ms. Barron inquired if the \$1,501,712 in Hospitality Tax funds is a one-time request.

Ms. Mackey responded in the affirmative.

Ms. Barron expressed that we need to be consistent in how these requests come. She would not want another organization to come before us and request these funds, and we do not have a mechanism to determine if they qualify or do not qualify. In the months to come, she feels it will be important that we are intentional in how we give the funds out. She believes it is an excellent way for us to supplement our budget and move dollars around, but as we are moving the dollars around, this is an open option for others. She noted that if she had known this was an option, she might have made some motions differently.

Ms. Mackey asserted that the zoo did not request Hospitality Tax funds. They asked for a no-mill budget. She declared that she made the motion as a possible solution to reduce the impact on taxpayers.

Mr. Livingston stated that, for clarification, the zoo bond is county-wide. If we choose to use this much of our hospitality tax, which will reduce the bond's impact, how will that affect the City of Columbia's bond payback?

Ms. Thomas responded that City taxpayers are also County taxpayers, so they would benefit as well. However, if we are talking about the City Hospitality Tax paid to the zoo, she does not have an answer.

Mr. Livingston asserted that if the City of Columbia is not using its Hospitality Tax, the County would be paying more than its share.

Ms. Thomas indicated that this could be possible. It would not impact the taxpayers, but it would impact the use of Hospitality Tax funds.

Mr. Livingston expressed he was concerned that the zoo may not receive Hospitality Tax funding next year, which could put them at risk.

Mr. Livingston made a substitute motion to approve the agency's FY25 request of a no-mill budget increase of \$3,019,600, seconded by Ms. McBride.

Ms. Newton pointed out that we are talking about a millage agency, not just any organization that might come to request funds. The zoo currently receives millage, and we will be using a minimal amount of Hospitality Tax funds, which every organization is eligible. She noted the onus would be on Council to ensure the zoo continued receiving Hospitality Tax funds to be made whole.

In Favor: McBride and Livingston

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

The vote on the substitute motion failed.

The motion submitted by Councilwoman Terracio is back on the floor.

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

The vote in favor of the original motion was unanimous.

96. *Midlands Tech. College (Operating) (Approve the agency's budget request at FY 2025 – No Mill Budget; \$8,321,255)* – Mr. Pugh moved to approve the agency's FY25 budget request of a no mill budget increase of \$8,321,255, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

97. *Midlands Tech Capital/Debt Service (Approve the agency's budget at FY 2025 – No Mill Budget; \$4,427,677)* – Mr. Pugh moved to approve the agency's FY25 budget request of a no mill budget increase of \$4,427,677, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

98. *School District One (Approve the agency's budget request at FY 2025 – Mill Cap Budget; Originally requested: \$276,952,216; No mill budget = \$270,928,511; Mill cap budget = \$278,846,511; \$276,952,2126)* – Ms. English moved to approve the agency's budget at the no-mill increase amount of \$270,928,511, seconded by Mr. Branham.

Ms. Barron stated that with the additional mandates from the State level, she believes the school district(s) need more money to be able to do things. She noted that this is a difficult place to be and a difficult decision to make when we consider what is being requested of Council versus the no-mill increase. Last year, there was a deficit of \$12M, and the motion on the table is a deficit of \$6M. She indicated she would like the millage agencies to have an open dialogue with Council members so we know what the needs are prior to the budget cycle because when the budget cycle comes, everyone has an ask.

Ms. McBride expressed her concern about not knowing the impact of a no-mill budget. She understood that a portion of the funding was for teacher salaries, and it is not easy to recruit teachers.

Ms. English maintained that the Superintendent, Dr. Witherspoon, indicated that a no-mill budget would not affect teachers' pay.

Ms. Barron inquired if a no-mill budget impacts the General Assembly mandates.

Ms. English stated she did not know, but one of the specific questions at the School Board meeting was whether it impacted teacher pay, and Dr. Witherspoon answered, "No."

Mr. Walker believes it is important to understand that Council is not the General Assembly. We do not set teacher salaries. Since he began serving on Council, they have been supportive of public education. There has not been a time when we have reduced the budget for any of the school districts. Last year, Richland One was approved for approximately \$255M; this year, a no-mill increase would put them at \$269M. A no-mill increase would put them at an additional \$15M in revenue; therefore, we are increasing their funding. He maintained the onus is on the General Assembly if we have State mandates coming down. It is not incumbent on County Council to figure out how to finance or subsidize State mandates. We have a Legislative Delegation for a reason.

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

Opposed: Pugh, McBride, and Barron

Not Present: Newton

The vote was in favor.

99. *School District Two (Approve the agency's budget request at FY 2025 – No Mill Budget; \$193,918,258)* – Ms. Barron moved to approve the agency's FY25 budget request of a no-mill increase of \$193,918,258, seconded by Mr. Pugh.

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

Not Present: Newton

The vote in favor was unanimous.

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

a. NOTIFICATION OF APPOINTMENTS

1. *Midlands Workforce Development Board – One (1) Vacancy (*Labor Position)* – Ms. Barron stated the committee recommended appointing Ms. Debra Stripling to fill the labor position vacancy on the Midlands Workforce Development Board.

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

Not Present: Newton

The vote in favor was unanimous.

b. ITEMS FOR ACTION

1. *Richland County First Steps Partnership Board Description* – Ms. Barron stated the committee recommended approving the Richland County First Steps Partnership Board description included in the agenda packet.

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

Not Present: Branham and Newton

The vote in favor was unanimous.

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

- a. Polo Road – Windsor Lake Greenway Project – Mr. Walker stated the committee recommended approving staff's recommendation to cancel the project due to safety and security concerns. The project includes the construction of an elevated shared-use path along the I-20/I-77 Interchange ramp. The greenway alignment would cross a waterway with a boardwalk and require cuts and fills that would greatly increase the costs above budget and hide the trail from public view. The connection to Windsor Lake Boulevard has no planned bicycle or pedestrian facilities, and the road has obscured visibility due to horizontal curves in the road. He noted the cancellation of the project would unencumber \$1,770,700.88 in funding. Those funds would be

reallocated toward the Columbia Mall/Jackson Creek Greenway.

Ms. Terracio inquired if this would require three readings and a public hearing.

Mr. Walker responded that it would not.

Ms. Terracio indicated that when we made changes to the projects in the past, it required three readings and a public hearing. She inquired what made this change different.

County Attorney. Wright stated only a change to the ordinance would require three readings and a public hearing.

Mr. Brown stated that, for clarification, the County does not own the property. The property owner is concerned and will not provide the property; therefore, it is not feasible for the County to move forward with the project.

Ms. Barron asked how it was determined which project the funding would be reallocated to.

Mr. Walker responded that tonight's vote was not to reallocate the funds but to cancel the project. The suggestion is to reallocate the funds to another greenway. He mentioned the Columbia Mall/Jackson Creek Project because it is also a nearby Penny Greenway project.

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

Not Present: Newton

The vote in favor was unanimous.

20. REPORT OF THE DETENTION CENTER AD HOC COMMITTEE

- a. Request to Consider Closure of the ASGDC Juvenile Detention Center – Mr. Pugh stated the committee recommended approval of staff's recommendation to close the Juvenile Detention Center at the Alvin S. Glenn Detention Center.

Ms. Barron requested for the record the reason staff is recommending the closure of the Juvenile Detention Center and if there is an alternative.

Mr. Brown stated that the request to close the Juvenile Detention Center is primarily to ensure that Richland County can fulfill its responsibilities related to detaining individuals. At the local detention level, we are responsible for detaining male and female adults, not juveniles. The State of South Carolina has given the Department of Juvenile Justice statutory responsibility.

Ms. Barron affirmed that with this vote, Richland County will no longer take in juveniles.

Ms. English stated that, for the record, there will be a transition period.

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

Not Present: Newton

The vote in favor was unanimous.

21. OTHER ITEMS

- a. FY24 – District 3 Hospitality Tax Allocations (Allen University Alumni Association - \$10,000, Greater Waverly Foundation - \$6,500)
- b. FY24 – District 5 Hospitality Tax Allocations (Carolina Marathon Association - \$7,500)
- c. FY24 – District 6 Hospitality Tax Allocations (Columbia Classical Ballet - \$30,000)
- d. FY24 – District 7 Hospitality Tax Allocations (Greater Columbia CRC - \$9,000, Black Pages International - \$5,000, South Carolina Ballet - \$2,500, RC Recreation Foundation - \$5,000, SC Juneteenth Freedom Festival - \$7,500, Dapper & Distinguished Gentlemen - \$10,000)
- e. FY24 – District 8 Hospitality Tax Allocations (Black Pages International - \$10,000, SC State University Foundation - \$6,500)
- f. FY24 – District 9 Hospitality Tax Allocations (SC Juneteenth Freedom Festival - \$5,000)
- g. FY24 – District 10 Hospitality Tax Allocations (SC Gospel Quartet Awards - \$10,000, Kingville Historical Foundation - \$25,000)
- h. FY24 – District 11 Hospitality Tax Allocations (Kingville Historical Foundation - \$15,000, Town of Eastover - \$13,000, SC Philharmonic Orchestra - \$5,000, Columbia Classical Ballet - \$5,000)

Ms. Terracio moved to approve Items #21(a)-21(h), seconded by Ms. English.

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

Not Present: Newton

The vote in favor was unanimous.

Ms. English moved to reconsider Items 21(a)-21(h), seconded by Ms. Terracio.

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

Not Present: Barron and Newton

The motion for reconsideration failed.

22. **EXECUTIVE SESSION**

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

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

Not Present: Barron and Newton

The vote in favor was unanimous.

*Council went into Executive Session at approximately 9:19 PM
and came out at approximately 9:45 PM*

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

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

Not Present: Newton

The vote in favor was unanimous.

Ms. Mackey indicated council entered into executive session to discuss the item listed below and no action was taken in Executive Session.

a. Alvin S. Glenn Detention Center Update

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

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

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

Not Present: Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 9:46 PM.

5

Richland County Council Request for Action

Subject:

Case #23-045MA
Raysa Sanchez
INS to R6 (.40 Acres)
1626 Horseshoe Drive
TMS # R17011-02-19

Notes:

First Reading: May 21, 2024
Second Reading: June 4, 2024
Third Reading:
Public Hearing: May 21, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-24HR

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 # R17011-02-19 FROM INSTITUTIONAL DISTRICT (INS) TO RESIDENTIAL SIX DISTRICT (R6); 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 # R17011-02-19 from Institutional District (INS) to Residential Six District (R6).

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 _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 21, 2024
First Reading: May 21, 2024
Second Reading: June 4, 2024
Third Reading: June 18, 2024

Richland County Council Request for Action

Subject:

Case # 24-008MA
Heather Bounds/Christina Tran
PDD to PDD (63.95 Acres)
1312 Crane Church Rd. 7639 Fairfield Rd & Crane Church Rd.
TMS # R09600-02-13, R09600-03-02 & R09600-03-03

Notes:

First Reading: May 21, 2024
Second Reading: June 4, 2024
Third Reading:
Public Hearing: May 21, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-24HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 09600-02-13 AND TMS # 09600-03-02 and 03 FROM PDD (PLANNED DEVELOPMENT DISTRICT) TO AN AMENDED PDD (PLANNED DEVELOPMENT DISTRICT); 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 properties described as TMS # 09600-02-13 and TMS # 09600-03-02 and 03, from PDD (Planned Development District) zoning to an amended PDD (Planned Development District) zoning, as described herein.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The applicant shall comply with the Master Plan (dated March 2024 - (described in Exhibit A, which is attached hereto)) prepared for Oak Hills Land Holdings, LLC by The Landplan Group South, which was submitted to, and is on file in, the Richland County Planning & Development Services Division (hereinafter referred to as “PDS”) of the Community Planning and Development Department, and is incorporated herein by reference, except as otherwise amended herein; and
- b) The site development (as depicted on Exhibit B) shall be limited to:
 1. Ten hundred seventy-eight (1078) single-family units*, subject to the following:
 - a. 363 lots - 75’ x 135 (10,125 square feet)
 - b. 401 lots - 60’ x 120’ (7,200 square feet)
 - c. 89 lots - 42’ x 135’ (5,670 square feet)
 - d. 225 lots - 20’ x 100’ (2,000 square feet)*The total number of dwelling units are subject to change up to 20% based on market and existing field conditions; and
 2. 50,000 square feet (sf) of retail (fronting US 321).
- c) The recreation area shall be limited to:
 1. One (1) recreation lagoon
 2. A maximum of two hundred (200) apartments
 3. One (1) hotel with a maximum of one hundred fifty (150) rooms; and
- d) Twenty-eight (28) acres of retirement campus, to include assisted living and skilled nursing facilities, with a maximum density of twelve (12) units per acre; and
- e) Three (3) acres reserved for county services and thirty (30) acres reserved for commercial uses; and
- f) Two hundred seventy-six (276) acres reserved and dedicated as open space, to include the existing golf course and the fifty-one (51) acre lake, stream wetlands, bicycle and walking trails, detention/retention areas, tree preservation areas, outdoor recreation and field sports, and landscaped islands; and
- g) Unless otherwise provided herein, all development shall conform to all current relevant land development regulations; and
- h) Proposed changes to the Master Plan shall be subject to the requirements of Section 26-2.5 (c) (3) (g) and (h) of the Richland County Land Development Code; and
- i) Access to the subject site shall be limited to a total of four (4) curb cuts – one (1) on Boyle-Dubard Road, one (1) on Fairfield Road (aka U.S. Highway 321, and

three (3) on Crane Church Road (as depicted on Exhibit C), which is attached hereto and incorporated herein); and

- j) The applicant shall meet all minimum standards of Chapter 26 of the Richland County Code of Ordinances for parking, sidewalks and pedestrian amenities, signs, recreation/open space design, and operational standards to promote connectivity; and there shall be pedestrian access from all areas to recreation and commercial sections, which shall include sidewalks along external roadways, if authorized by the South Carolina Department of Transportation (SCDOT); and
- k) If applicable, prior to approval of the preliminary subdivision plans, the applicant shall submit to the PSDS written evidence of:
 - 1. The U.S. Army Corps of Engineers’ approval of the wetlands delineation and/or encroachment permit, and
 - 2. FEMA’s approval of the 100-year flood elevation statement; and
- l) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest; and
- m) All site development requirements described above shall apply to the applicant, the developer, and/or their successors in interest; and

Section III. 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; and

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

Section V. Effective Date. This ordinance shall be effective from and after _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing:	May 21, 2024
First Reading:	May 21, 2024
Second Reading:	June 4, 2024
Third Reading:	June 18, 2024



OAK HILLS PLANNED DEVELOPMENT DISTRICT

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March 2024



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*Credit for exhibit mapping given to Richland County GIS

I. PDD NARRATIVE

A. General

This application narrative for Oak Hills is submitted in support of amending the existing PDD to allow for increased opportunities for residential, commercial, and recreational uses. The narrative in conjunction with the accompanying site exhibits are submitted to demonstrate that the development will be in harmony with the public interest for adequate site design, access, and community amenities.

Oak Hills represents a unique opportunity for an in-fill development with a blend of attached and detached single family residential lots, multi-family, and senior living, combined with recreational and commercial opportunities. These uses are woven through an existing golf course dedicated as a Conservation Easement. Located north of I-20 on US 321, Oak Hills is an approximate 960-acre community that will prove to be a vital catalyst to new development opportunities in this area. Oak Hills will have a maximum of 1,500 dwelling units.

B. Pre-Application Conference

Consistent with the recommendations of the Richland County Code, the intent to establish a Planned Development District has been communicated to representatives of the planning commission staff and Richland County regulatory officials. In 2024, new meetings with staff, elected officials, and the public were completed to discuss the proposed revisions. In those communications and meetings, conceptual site plans for Oak Hills were reviewed. Pursuant to those conversations, subsequent meetings will continue to be held to review the conceptual plan and in-process construction with Department Representatives of the Planning, Engineering, and Fire Departments. Comments and suggestions have been integrated into this narrative and the attached site exhibits.

C. Application for Amendment of District Classification

As described more completely herein and in the attached site plan exhibits, this application is for an amendment to the PDD Classification already existing.

II. AUTHORITY / DEFINITIONS

A. Authority

These standards will apply to all property contained within the development of Oak Hills. The guidelines will become the governing standards for review, approval and modification of development activities occurring on the property.

B. Definitions

Open Space – All public and private areas set aside for recreational and open space purposes, but not limited to lakes, streams, wetlands, wetland buffers, golf course, bicycle and walking trails, detention/retention areas, tree preservation areas, outdoor recreation, field sports, landscaped islands and setbacks.

Planned Development District - This planned development district provides a maximum degree of flexibility to accommodate a mix of uses including single and multi-family residential, retail, office, commercial, and upper floor residential for property within the community as long as density standards set forth in this PDD document for the overall project are maintained.

Mixed Use - Mixed Use Parcels are intended to accommodate commercial, retail, office, recreational, and residential uses oriented primarily to serve the needs of the families who live or work in nearby areas and within Oak Hills. These Parcels may provide upper story residential opportunities in order to promote walkability and social interaction.

Retirement Campus – Parcels identified as Retirement Campus may include approximately 130 beds for assisted living facilities and 130 beds for skilled nursing uses. The Campus will have an overall density of 12 units per acre.

III. STATEMENT OF PURPOSE AND INTENT

The development of Oak Hills is nestled between current and recently completed successful developments along the North Main Corridor and the Town of Blythewood (see Exhibit 1). While the Blythewood community to the north of Oak Hills continues to develop rapidly as the real estate market of Northeast Columbia expands, the gap of development between Columbia and Blythewood is narrowing rapidly, as evidenced by the current large commercial and residential developments along Killian Road to the east of Oak Hills.

The purpose of amending the PDD for this parcel is to set the standards for land use, density, architectural design, and overall development to ensure that the quality of the development is a reflection of the overall community and will be a development that instills community pride.

The intent is to establish a mixed-use Town Center development with commercial and recreational uses as well as a variety of residential opportunities around a scenic golf course open space.

IV. GENERAL LOCATION AND LAND USES

Oak Hills is a composition of tracts of land that amass a total of 713.36 acres located on US 321 just 3.2 miles north of Interstate 20 on the north side of the City of Columbia (see Exhibit 2). The site is surrounded by residential with some commercial and light industrial uses along the US 321 Corridor.

Exhibits 8 and 9 show the PDD area with the current zoning of each parcel within the PDD and current zoning designations for adjacent parcels along with a list of all tax map numbers.

A. Access

The primary boulevard access will be from US 321 as shown on Exhibit 10 and 12. Secondary entrances will be provided from the north on Boyle Dubard Road, and from the west on Crane Church Road. All commercial parcels will be publicly accessed while residential parcels within the PDD may be gated.

B. Area History

The Oak Hills area has historically been a mix of light industrial, residential, and rural farming. More recently a number of high-end industries have located close by and subsequent follow-up development is occurring.

The existing golf course provides a recreational open space amenity that is the focus of the residential development. The Oak Hills development is designed to provide shopping, dining, working, living and recreational opportunities that will serve the needs of the surrounding community as well as the future residents of Oak Hills.

C. Site Analysis

The site consists of the development and excluding the golf course and the retirement area is 713.8 total acres and encompasses the area around existing golf course. In the center of the site is a 51-acre lake. The current zoning is PDD which allowed for 11.10 acres of commercial use and 1,712 dwelling units.

The elevation fluctuation over the parcel is approximately 100 feet from west to east and approximately 100 feet from north to south. Exhibit 3 shows the topography of the parcel and the storm drainage flow. A majority of storm water drainage collects into the existing lake and valley area below the dam and exits the site south (see exhibit 6).

D. Natural Vegetation

Refer to Exhibit 5 that shows an aerial photograph of the site. The site is partially wooded with a mix of hardwoods and pines. Grand trees within the protected areas including wetlands, buffer yards and areas not within the development lot, utility, and or drainage areas will be preserved.

E. Public Facilities and Utilities

FIRE & POLICE:

The closest fire department to the site is Crane Creek located on Crane Church Rd which is ½ mile from the site (see exhibit 2).

UTILITIES:

1) Sewer - The sanitary sewer system will be owned and operated by the City of Columbia. We are working with the sewer provider to establish available capacity for the development.

2) Existing Water Distribution System - Water is available through the City of Columbia.

3) Phone Service – Phone service will be provided by AT&T and Verizon.

4) Electric Service – Electric service will be provided by Dominion.

5) Cable Service – Cable service will be provided by Spectrum.

PLANNED DEVELOPMENT DISTRICT GUIDELINES

The land uses identified in the Planned Development District allow for flexibility to respond to market conditions, while maintaining the character and integrity of the development plan. Land uses are as depicted on the Site Parcel Diagram (See Exhibit 9). Land use boundaries are conceptual and subject to alteration based on any conflicts with existing conditions.

Transfer of density is permitted between phases but in no instance will the total units exceed the allowable approved for the project (See Parcels Site Diagram exhibit 9).

The following commercial developments are permitted in Oak Hills PDD: government offices, libraries, museums and galleries, post offices, banks and ATMs, barber shops/beauty salons, general business and professional service firms, bakeries, food stores, convenience stores without gasoline pumps, drugstores, restaurants, hotels, artificial swimming lagoons, and other allowable uses covered under the current 2024 General Commercial (GC) code of uses as defined in Chart 26.4(b). The following commercial developments will be prohibited from building in the Oak Hills PDD: sexually oriented businesses, shooting ranges, animal shelters or kennels, correctional institutions, pawnshops, wholesale trade businesses, warehousing, transportation, waste management facilities, manufacturing, mining or industrial uses. The intent of Oak Hills PDD is to provide a family-friendly community which everyone can enjoy.

A. Declaration of Covenants, Conditions, Restrictions, and Easements

It has been decided that a Declaration of Covenants, Conditions, Restrictions, and Easements will be prepared and filed for Oak Hills development. The precise language and scope of such covenants have not been prepared. However, it is anticipated that such covenants will provide a definition of Owner, Property, Lot, Declarant, Common Properties, Association, and similar terms for the purpose of establishing voting rights of every owner of a lot and the termination of assessments.

Every owner, in addition to voting rights, will be subject to a lien for assessments for the maintenance of common areas in the development, architectural control, use restrictions, and related and required general conditions and requirements.

B. Site Design Objectives

Oak Hills is envisioned as a Mixed-Use Development that will serve as a model for similar developments throughout the region. The planning principles are to provide tree-lined streets with sidewalks and on and off-street parking which will create a series of blocks and connect the various uses. The existing golf course will attract the larger community as well as provide an environmental and recreational amenity for the residents of Oak Hills. The majority of natural wetlands will be preserved within the community and retention areas and rain ex

gardens will be designed to filter and retain rain runoff. The existing and proposed ponds will be used as water features around the development. The lake will remain on the Golf Course property.

Green spaces and pocket parks will be used for active and passive recreation, including walking paths and public gathering areas. It is the intent that directional signage and mile markers for the walking paths and trails be placed periodically at certain intervals, or to announce arrival at a particular venue.

The intent of the Commercial and Recreation areas is to provide architecture that defines a central community green space. By creating unique and aesthetically pleasing streetscapes for the community and using the relationships of the buildings to these streets, pedestrian friendly Commercial and Recreation areas will be created. Other considerations such as entrance design and signage will be based on scale, exterior material usage, color, and compatibility with existing elements and trends in the surrounding community and will conform to current zoning as of 2024 regarding signs.

Our development team is meeting with the neighborhood and will continue to seek neighborhood input and inform the homeowners of our development plans. Richland County Planning Commission staff will approve final construction documents for site design and infrastructure construction.

A minimum of two parking spaces will be provided for each residence. Driveways and parking areas may be paved with asphalt, concrete, concrete strips, or brick pavers. Tire ribbons will be encouraged for use when front parking is necessary in order to maximize grass in front yards. Adequate turning radius from the road into driveways or parking areas will be provided.

The following guidelines for residential units will apply in commercial areas and areas using alleys as access in Oak Hills unless otherwise stated:

- Front setback is a minimum of one (1) foot from lot line.
- Rear and side setback is a minimum of ten (10) feet from lot line.
- End/corner unit setback is a minimum of three (3) feet from lot line.

The following guidelines for residential units will apply in areas with front access and front driveways/parking as access in Oak Hills unless otherwise stated:

- Front setback is a minimum of twenty (20) feet from lot line.
- Rear and side setback is a minimum of ten (10) feet from lot line.
- End/corner unit setback is a minimum of three (3) feet from lot line.

C. Project Concept and Design Objectives for Units

The following description is intended to generally describe the design objectives but is not intended to be binding in every element; rather it reflects the scope and goal of the documents which will ultimately be submitted to the County for approval.

SITE ORGANIZATION

Development Objective:

Elements of the plan for Oak Hills, include commercial buildings, residential buildings, and open space areas, each be designed in an effort to promote an efficient, functionally organized, and cohesive community.

Development Guidelines:

1. Individual phases will be designed around existing topography, natural resources, and the existing golf course theme while reinforcing the overall identity and character of Oak Hills and the surrounding area.

2. Compact development and clustering of commercial buildings are encouraged in order to minimize the amount of land used, create open space areas, shorten vehicular trips, reduce hard surface areas and to promote visual interest to the community.

3. Buildings, streets, and open space areas will be situated to maximize number and quality of views and natural light, where possible.

4. Buffers will provide a reasonable transition from adjacent streets and properties.

5. Unifying elements, including but not limited to the use of building materials, colors, landscaping, and signage, are encouraged.

6. The natural features of the site, such as water bodies, the golf course, and open areas, have been identified and incorporated into the community plan.

These privately owned, but public serving areas shall be maintained and assured through the covenants and restrictions specific to Oak Hills. These covenants and restrictions as well as those specific to an established Homeowners Association will be provided.

7. The primary access for Oak Hills PDD will be from US 321. (See Circulation Map exhibit 12.)

8. It is the intent of the development to provide pedestrian circulation and connectivity through the use of sidewalks and trails. Sidewalks will be built along roads as required and may vary in width or construction according to location. Trails shall be constructed throughout the development in any open space, green space, or any other part of the landscape deemed appropriate

for use of a trail. Along such trails will be placed signage at appropriate intervals (see Site Circulation exhibit 12 and notes).

BUILDING HEIGHT AND SETBACK

Development Objective:

Promote a variety of building heights, types, and setbacks related to market demand. This is intended to permit individual appearance and identity within the overall development and theme.

Development Guidelines:

1. Factors to be considered when establishing building setbacks may include building type, height, architectural configuration, indoor/outdoor relationship, building orientation, relationship to open space and other amenities, pedestrian circulation, and landscape treatment.
2. Final building setbacks from lot lines are to be established as part of and during the detailed site planning and sketch plan process for the individual development phases.
3. Minimum lot widths, sizes and intensity of use established by this Planned Development District supersede the Richland County Zoning Code Development Regulations where applicable.
4. Some Live/Work units may be provided in the Mixed Parcel of the project, subject to prevailing market conditions.
5. Building heights are to be established according to location within the development, and according to building type. Buildings within the Commercial Areas are to be no more 80', depending on use. Building heights are measured from finish floor of building to bottom of roof line and does not include sub floor or half floor walk out levels. Building height excludes roof pitch and other vertical elements including but not limited to clear stories, towers, chimneys, and lookouts.

Residential buildings are to be no more than three stories or 45'. Detached buildings such as garages with living suites may be no more than 35'.

Commercial/ live-work buildings are to be no more than 55'. (See attached exhibit 18). Hotel buildings are to be no more than 80'.

STREETS

Development Objective:

Establish a street hierarchy system that responds to specific development and traffic movement needs with adequate connectivity to adjacent neighborhoods (See Circulation Map – exhibit 12).

Development Guidelines:

1. Encourage efficient use of land through reasonable pavement requirements.
2. Promote street design that is compatible with the surrounding community.
3. Design the internal street system to encourage local traffic only.
4. Design road improvements in response to specific criteria such as type of drainage facility or utility placement or sidewalk and parking requirements.
5. All streets within Oak Hills shall be conveyed to Richland County.
6. Provide access to Oak Hills that meets County Fire Code(s).
7. Any road crossings over wetlands shall be spanned to minimize disturbance. All appropriate permits will be obtained prior to installation of these crossings.
8. Streets will be designed as part of the detailed site planning and sketch planning of individual phases and based on the following criteria and sections:

Local Access Streets (See exhibit 14) are to provide a low-speed low-speed access way which discourages high speed and excessive pavement, while encouraging a landscape roadway edge.

Design: The design of these roadways will be on an individual phase basis to be consistent with the use

1. 50' minimum rights-of-way (24' for alleys)
2. 22' minimum pavement width from face of curb to face of curb
3. Street trees are required and should be placed in a manner relative to driveways, intersections, and building footprints not to impede views into commercial facades.

Commercial Roads (See Commercial Street Sketch – exhibit 14) will be designed and developed per individual phase and be consistent with the use according to the following standards:

1. Landscaped areas on both sides of the street, to include sidewalk.

2. Parking will be allowed along commercial roads.
3. Off-street parking will be provided where lot sizes permit.

PARKING

Development Objective:

Provide a sufficient amount of parking for residential and commercial uses in an attractive and unobtrusive manner.

Development Guidelines:

1. Minimum parking stall size will be as follows:

	<u>Width</u>	<u>Length</u>
Full	9'	18'
Compact	9'	16'
Handicap	*	*

*Conforming with ADA/County standards.

2. Approval of commercial parking will occur at the time of sketch plan review for each phase.
3. Where a parking facility or parking lot is provided, a portion of the total spaces in each parking area may be designed for compact car use according to the following table:

<u>Space Required</u>	<u>Allowed Compact Spaces</u>
5 – 49	15%
50 – 100	20%
101 or greater	25%

4. The parking for storage of trucks, trailers, boats or other vehicles is prohibited.
5. For uses not identified in the Richland County code, the number of total parking spaces provided may be identified by the developer based on market demand and best practices for the use.

COMMUNITY OPEN SPACE

Development Objective:

Work with street, site, and building orientation to create community open space within Oak Hills.

Development Guidelines:

1. Open space within the development phases may be used to enhance the visual character of the development and to provide areas for social uses.
2. The design and amount of open space within each phase will be determined during plan process of each phase and will vary according to phase land use and market demand.
3. Open space is defined on page 3 of this document.
4. HOA (Homeowners Association) will maintain community open space.
5. Within protected areas space, Existing trees will be preserved, where possible.
6. The Existing Golf Course will remain Community Open Space by the establishment of a conservation easement using the current course boundaries defined in the survey. The Golf Course Management will be responsible for determining fi and when access for walking exploration will be available.

LANDSCAPING AND FENCING

Development Objective:

Utilize landscape and fence treatments to improve the overall visual quality of Oak Hills and provide transitions and/or buffers between land uses.

Development Guidelines:

1. Retain existing trees and vegetation where practical.
2. Where vegetation is removed, replacement with native species is encouraged.
3. Use landscaping to minimize visual impacts of parking.

4. Screening buffers will be provided when buildings are adjacent to major streets and between different land uses. Minimum buffer widths will be 10 feet. Examples of appropriate screening materials include the following:

- Shrubs
- Landscape berms
- Wood fences
- Evergreen trees, and
- Brick walls

5. Mass Clearing will be identified on appropriate preliminary plans for each phase as defined by the Richland County Land Disturbance Permits as part of the erosion control submittals and in coordination with the New Development section of Richland County.

STORM DRAINAGE

Development Objective:

Accommodate historic storm drainage flow patterns and utilize the natural drainage ways, where practical. The goal of the drainage plan will be to minimize underground piping through surface provisions necessary to convey and promote recharging of the water tables. Wet wells, wet basins, dry basins, wetlands, and similar recharge solutions may be provided.

Development Guidelines:

1. Provide for storm water management by utilizing the low areas within the natural topography of the site and through the construction of additional storage basins in appropriate locations within the open space, where practical.

2. Reduce the amount of impervious surface on site through pervious lining of drainage channels and detention facilities.

3. Limit concentration of storm water runoff and point discharges by limiting the use of channeling and underground structures and piping. Sheet flow over landscape areas will be utilized whenever possible. Sheet drainage and swales are preferred over underground structures and piping.

4. Preserve existing vegetation to reduce runoff velocities and encourage percolation of storm water. The soils on this property will aid this primary design criteria (See Soils Map – Exhibit 4). The overall intent is to:

- maximize the use of natural drainage systems.
- reduce costly conventional systems and associated point.

- discharges.
 - maximize water retention and water table recharge.
5. Use accepted erosion control techniques during construction.
 6. Along roadways and drives, drainage swales will be provided only where needed or required to interrupt flows from uphill sources. Additional slope and drainage easements will be provided when necessary.
 7. Water surface areas, if created on the property, are intended to mature over time and take on a natural appearance, rather than necessarily being maintained with manicured edges.
 8. Drainage improvements will be in accordance to applicable sections of the Richland County Code of Ordinances. Such drainage ways must be designed to handle adequate flows and cannot be built without specific approval of the Department of Public Works.

WATER AND WASTEWATER SERVICES (see exhibit 11)

Development Objective:

Design public water and sewer systems to serve Oak Hills.

Development Guidelines:

1. Water service will be provided by the City of Columbia, which owns and operates an existing water main adjacent to the proposed development.
2. Wastewater will be provided by the City of Columbia. An existing sanitary sewer line runs north south through the center of the site. Oak Hills has been planned to connect to this system if approved by Richland County.

LIGHTING

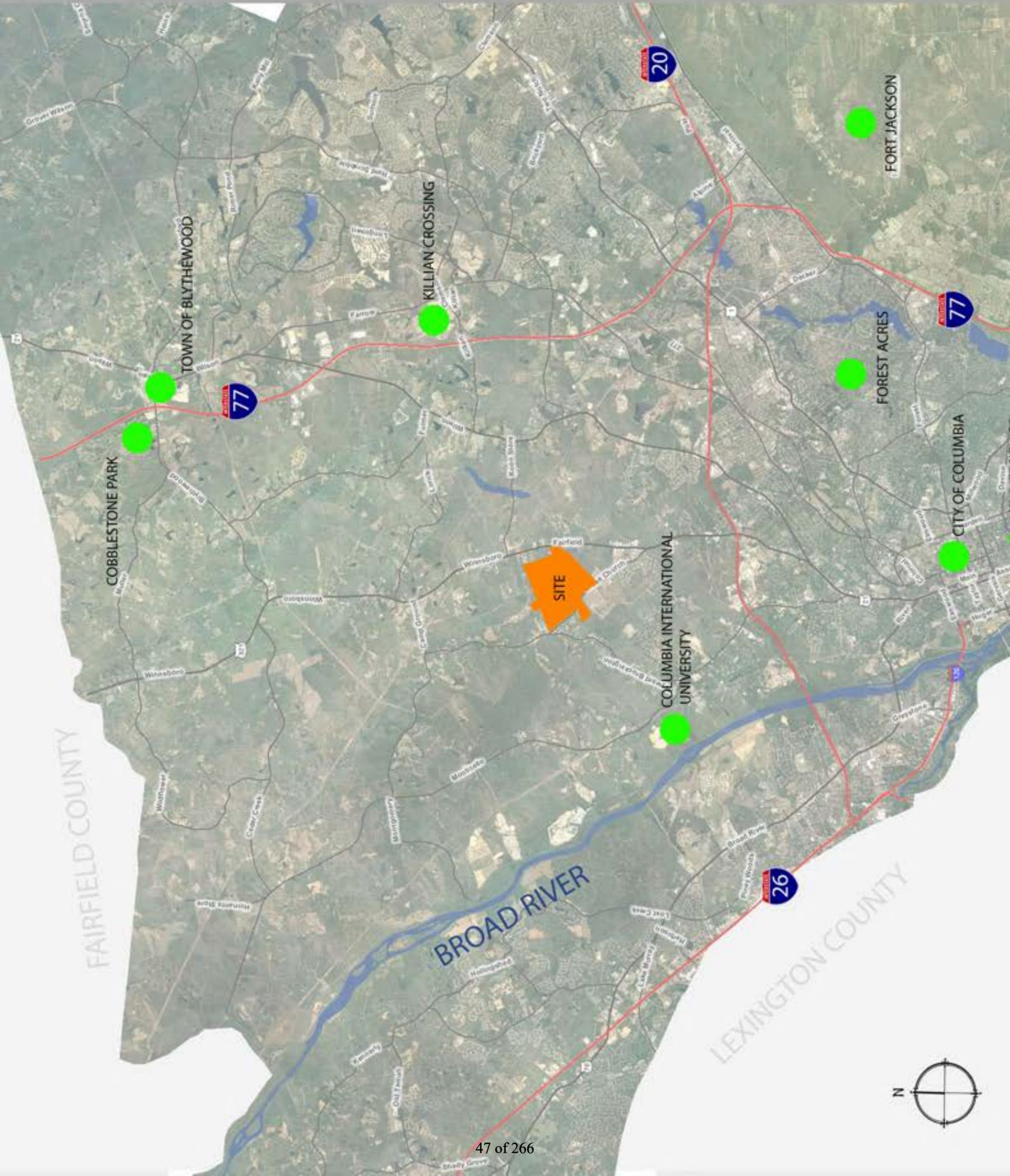
Development Objective:

Design ornamental lighting that is appropriate to Historic/Traditional aesthetics and consistent with the overall character of the development.

Development Guidelines:

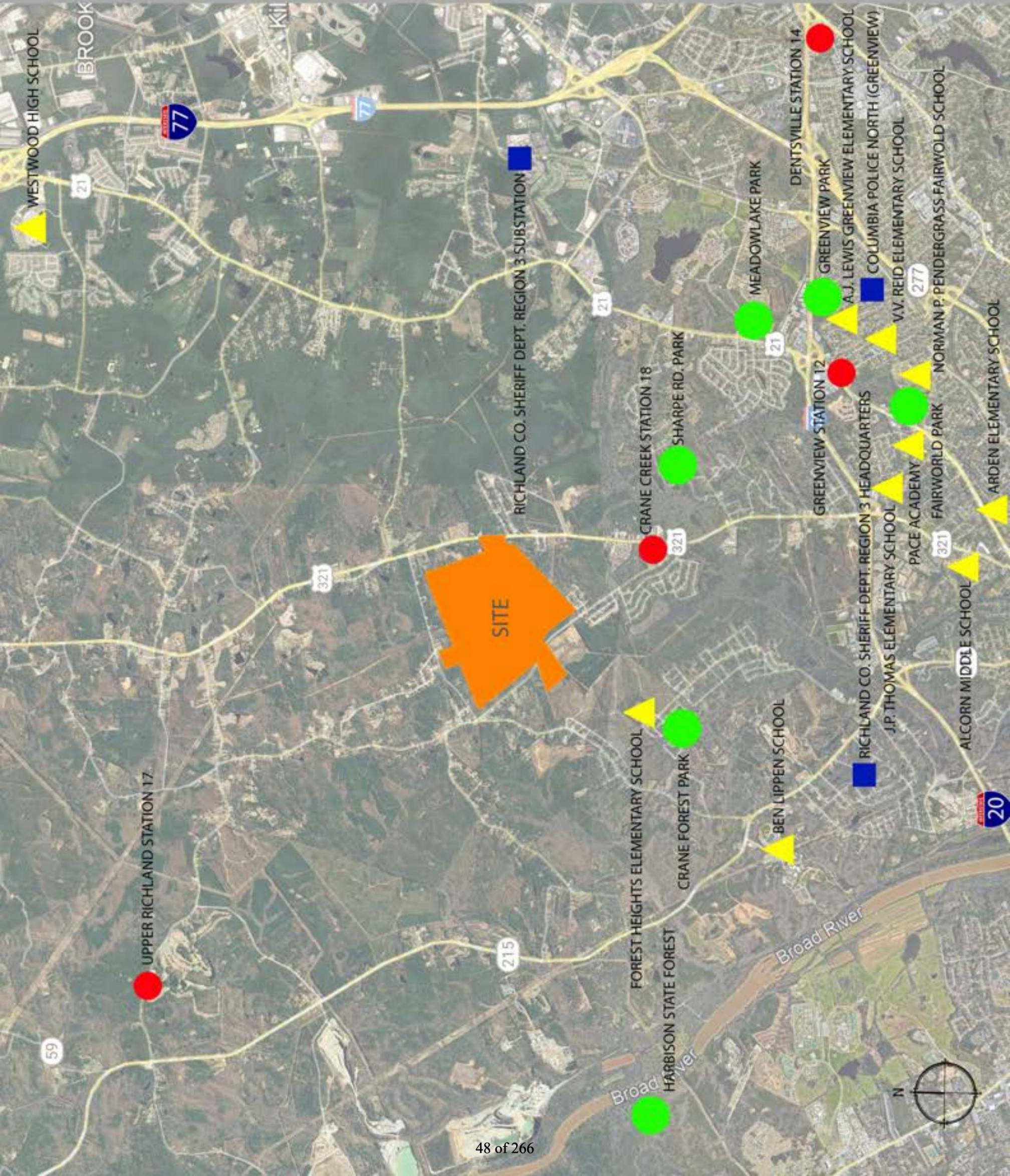
1. All Signage and lighting will be consistent with the overall theme of the development.
2. Lighting fixtures will reflect the character, height and scale of the proposed development, to enhance landscaped architectural features (See Lighting Sketches – exhibit 14). Streetlights may be eliminated in favor of ground mounted, tree mounted or building mounted fixtures.
3. The lighting objective is to see the lighted area with minimum view of the light source.
4. A coordinated and unified street signage and lighting standard will be used throughout the project.

VICINITY MAP



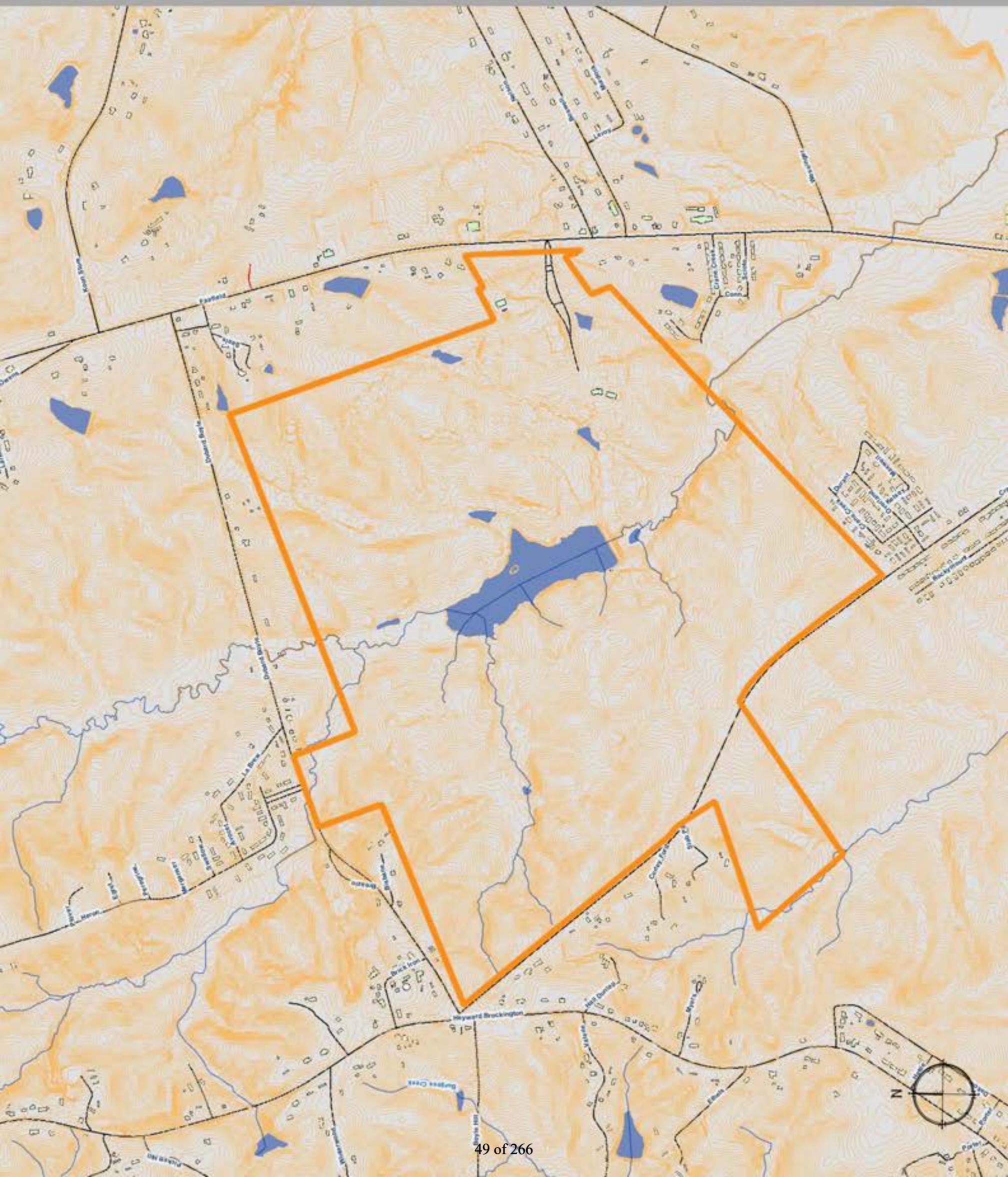
GENERAL LOCATION MAP

-  SCHOOL
-  FIRE DEPARTMENT
-  POLICE
-  PARK/RECREATION



EXISTING TOPOGRAPHY

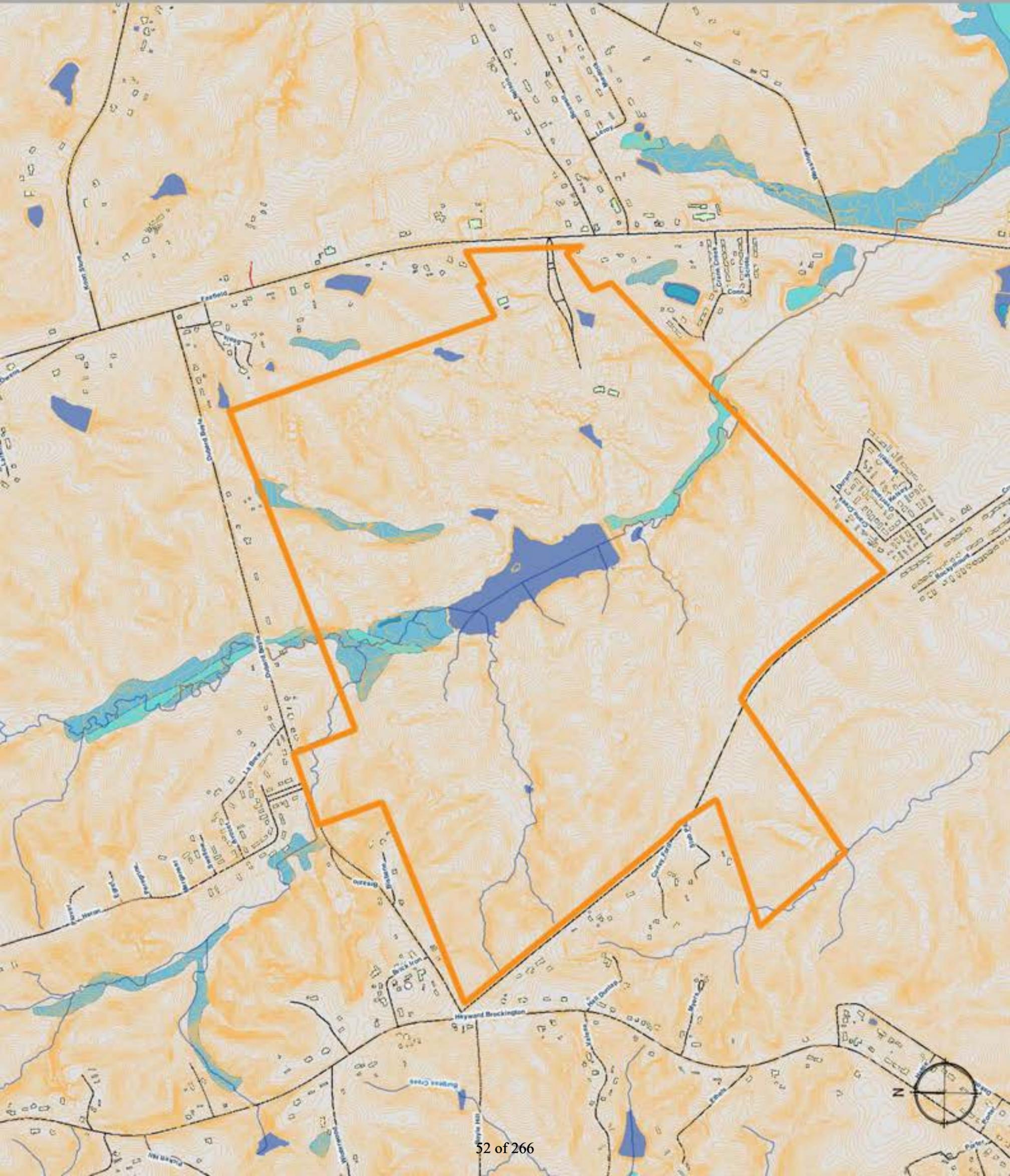
2' CONTOUR INTERVALS

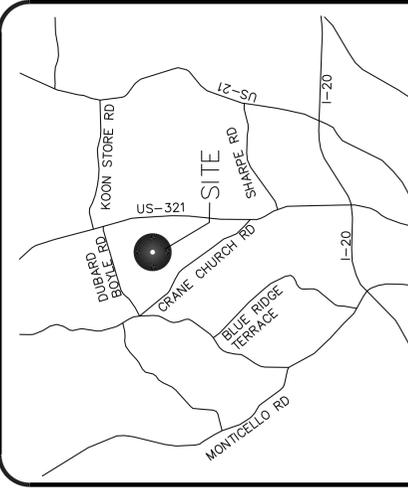


EXISTING VEGETATION



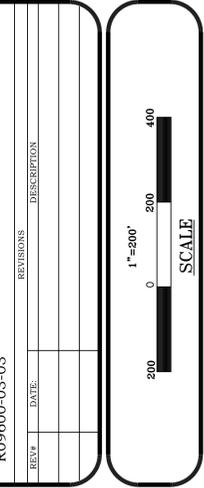
SURFACE WATER DRAINAGE





LOCATION MAP
NOT TO SCALE

DATE:	2-23-22	DEED BOOK:	
DRAWN BY:	ONS	PLAT BOOK:	52-8121
CHECKED BY:	DMM	DATE:	2-23-22
FIELD CREW:	KO/RC	DATE:	1-3-22
TAX MAP:	R09600-03-03	3D/S PROJECT#	3D-210240
REV#	DATE	REVISIONS	



LEGEND

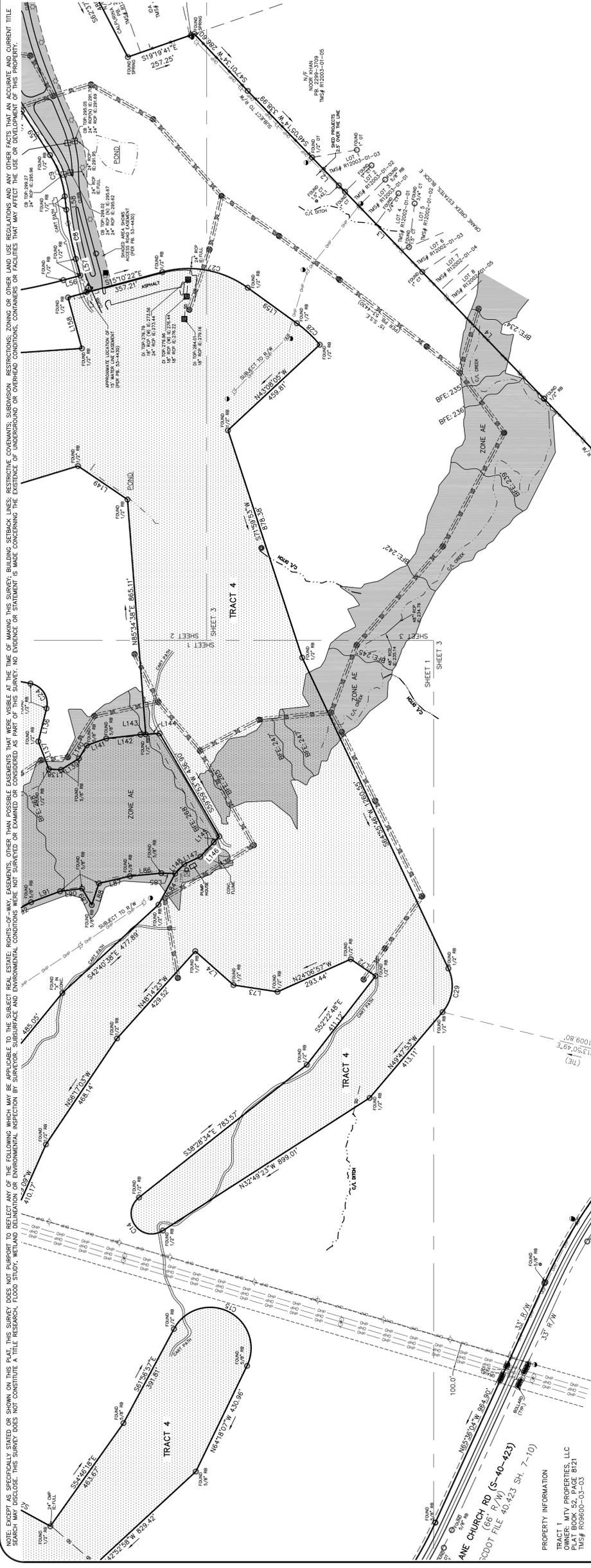
CT CRIMP TOP	W GAS VALVE	SS SANITARY SEWER
SP EDGE OF ROAD	UP LIGHT POLE	UCP UNDERGROUND POWER
N/C NAIL & CAP	MHSS MANHOLE (SS)	GAS GAS LINE
OT OPEN TOP	PP POWER POLE	OHP OVERHEAD POWER
R/W RIGHT OF WAY	TEL TELEPHONE PED	W WATER LINE
W WATER METER	W WATER VALVE	
CS CATCH BASIN	DI DRAIN INLET	
◇ FIRE HYDRANT	CTV STORM DRAIN	
—X— FENCE LINE	—S— SANITARY SEWER	
—X— FENCE LINE	—UCP— UNDERGROUND POWER	
—GAS— GAS LINE	—OHP— OVERHEAD POWER	
—W— WATER LINE	—OHT— OVERHEAD TELEPHONE	

SURVEY FOR
BLACKSTREAM
CRANE CHURCH ROAD, COLUMBIA 29203
RICHLAND COUNTY, SOUTH CAROLINA

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEYING AND RECORDING INFORMATION AND BELIEF, THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND THE SOUTH CAROLINA REGISTERED PROFESSIONAL SURVEYOR'S ACT, AS SPECIFIED THEREIN, ALSO THESE ARE NO KNOWN VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. THIS STRUCTURE IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.

THE CAROLINA SURVEYING BOARD
No. 22746
No. 003019

EX-103
SHEET 3 OF 3



LINE	BEARINGS	DISTANCE	LINE	BEARINGS	DISTANCE
L1	N16°44'15" W	117.50	L80	N02°54'48" W	125.85
L2	S46°34'00" W	174.49	L81	N14°16'32" E	98.56
L3	S67°50'00" W	103.94	L82	S52°05'30" W	53.94
L4	S45°15'00" W	64.43	L83	S57°50'00" W	103.94
L5	S46°22'25" W	59.65	L84	S57°50'00" W	103.94
L6	S42°27'13" W	70.39	L85	N01°29'42" E	50.88
L7	S42°27'13" W	70.39	L86	N02°26'22" E	115.25
L8	S42°27'13" W	70.39	L87	N02°26'22" E	115.25
L9	S42°27'13" W	70.39	L88	N14°44'21" W	83.58
L10	S42°27'13" W	70.39	L89	N59°31'52" E	69.85
L11	S42°27'13" W	70.39	L90	N59°31'52" E	69.85
L12	S42°27'13" W	70.39	L91	N02°54'48" W	125.85
L13	N68°11'25" E	12.84	L92	N28°19'50" W	89.42
L14	N68°11'25" E	12.84	L93	N32°34'36" W	103.54
L15	N68°11'25" E	12.84	L94	N32°34'36" W	103.54
L16	N68°11'25" E	12.84	L95	S74°41'03" W	96.82
L17	N68°11'25" E	12.84	L96	N40°37'27" E	112.17
L18	N68°11'25" E	12.84	L97	N32°34'36" W	103.54
L19	N68°11'25" E	12.84	L98	N58°17'53" W	92.77
L20	N68°11'25" E	12.84	L99	N58°17'53" W	92.77
L21	N68°11'25" E	12.84	L100	N32°34'36" W	103.54
L22	N68°11'25" E	12.84	L101	N68°10'45" W	149.61
L23	N68°11'25" E	12.84	L102	N68°10'45" W	149.61
L24	N68°11'25" E	12.84	L103	N19°52'37" W	55.96
L25	N68°11'25" E	12.84	L104	N32°34'36" W	103.54
L26	N68°11'25" E	12.84	L105	N32°34'36" W	103.54
L27	N68°11'25" E	12.84	L106	N28°19'50" W	89.42
L28	N68°11'25" E	12.84	L107	N05°50'57" W	75.35
L29	N68°11'25" E	12.84	L108	N28°19'50" W	89.42
L30	N68°11'25" E	12.84	L109	N32°34'36" W	103.54
L31	N68°11'25" E	12.84	L110	N32°34'36" W	103.54
L32	N68°11'25" E	12.84	L111	N32°34'36" W	103.54
L33	N68°11'25" E	12.84	L112	N32°34'36" W	103.54
L34	N68°11'25" E	12.84	L113	S38°44'17" W	42.36
L35	N68°11'25" E	12.84	L114	S01°13'50" W	90.88
L36	N68°11'25" E	12.84	L115	S32°34'36" W	103.54
L37	N68°11'25" E	12.84	L116	S32°34'36" W	103.54
L38	N68°11'25" E	12.84	L117	S32°34'36" W	103.54
L39	N68°11'25" E	12.84	L118	S18°32'28" W	122.56
L40	N68°11'25" E	12.84	L119	S18°32'28" W	122.56
L41	N68°11'25" E	12.84	L120	S32°34'36" W	103.54
L42	N68°11'25" E	12.84	L121	S53°38'55" W	35.60
L43	N68°11'25" E	12.84	L122	S32°34'36" W	103.54
L44	N68°11'25" E	12.84	L123	S32°34'36" W	103.54
L45	N68°11'25" E	12.84	L124	S42°30'03" E	280.17
L46	N68°11'25" E	12.84	L125	S72°54'42" E	113.69
L47	N68°11'25" E	12.84	L126	S54°28'41" E	68.46
L48	N68°11'25" E	12.84	L127	S71°53'56" E	68.46
L49	N68°11'25" E	12.84	L128	S54°28'41" E	68.46
L50	N68°11'25" E	12.84	L129	N02°50'05" E	225.34
L51	N68°11'25" E	12.84	L130	S71°53'56" E	68.46
L52	N68°11'25" E	12.84	L131	S21°11'00" E	20.63
L53	N68°11'25" E	12.84	L132	S01°16'38" W	125.02
L54	N68°11'25" E	12.84	L133	S30°12'45" W	45.78
L55	N68°11'25" E	12.84	L134	S30°12'45" W	45.78
L56	N68°11'25" E	12.84	L135	S63°37'46" W	57.80
L57	N68°11'25" E	12.84	L136	N70°05'18" W	124.82
L58	N68°11'25" E	12.84	L137	N70°05'18" W	124.82
L59	N68°11'25" E	12.84	L138	S01°15'03" W	44.44
L60	N68°11'25" E	12.84	L139	S32°34'36" W	103.54
L61	N68°11'25" E	12.84	L140	S32°34'36" W	103.54
L62	N68°11'25" E	12.84	L141	S02°29'43" E	125.92
L63	N68°11'25" E	12.84	L142	S02°29'43" E	125.92
L64	N68°11'25" E	12.84	L143	S02°29'43" E	125.92
L65	N68°11'25" E	12.84	L144	S02°29'43" E	125.92
L66	N68°11'25" E	12.84	L145	S02°29'43" E	125.92
L67	N68°11'25" E	12.84	L146	N47°08'57" W	72.63
L68	N68°11'25" E	12.84	L147	N21°42'42" W	64.15
L69	N68°11'25" E	12.84	L148	N21°42'42" W	64.15
L70	N68°11'25" E	12.84	L149	N34°17'46" E	218.84
L71	N68°11'25" E	12.84	L150	N68°07'55" E	148.76
L72	N68°11'25" E	12.84	L151	S04°59'01" E	39.77
L73	N68°11'25" E	12.84	L152	S04°59'01" E	39.77
L74	N68°11'25" E	12.84	L153	S04°59'01" E	39.77
L75	N68°11'25" E	12.84	L154	S04°59'01" E	39.77
L76	N68°11'25" E	12.84	L155	S22°22'12" E	48.18
L77	N68°11'25" E	12.84	L156	S22°22'12" E	48.18
L78	N68°11'25" E	12.84	L157	S22°22'12" E	48.18
L79	N68°11'25" E	12.84	L158	S22°22'12" E	48.18
L80	N68°11'25" E	12.84	L159	S22°22'12" E	48.18
L81	N68°11'25" E	12.84	L160	S22°22'12" E	48.18
L82	N68°11'25" E	12.84	L161	S22°22'12" E	48.18
L83	N68°11'25" E	12.84	L162	S22°22'12" E	48.18
L84	N68°11'25" E	12.84	L163	S22°22'12" E	48.18
L85	N68°11'25" E	12.84	L164	S22°22'12" E	48.18
L86	N68°11'25" E	12.84	L165	S22°22'12" E	48.18
L87	N68°11'25" E	12.84	L166	S22°22'12" E	48.18
L88	N68°11'25" E	12.84	L167	S22°22'12" E	48.18
L89	N68°11'25" E	12.84	L168	S22°22'12" E	48.18
L90	N68°11'25" E	12.84	L169	S22°22'12" E	48.18
L91	N68°11'25" E	12.84	L170	S22°22'12" E	48.18
L92	N68°11'25" E	12.84	L171	S22°22'12" E	48.18
L93	N68°11'25" E	12.84	L172	S22°22'12" E	48.18
L94	N68°11'25" E	12.84	L173	S22°22'12" E	48.18
L95	N68°11'25" E	12.84	L174	S22°22'12" E	48.18
L96	N68°11'25" E	12.84	L175	S22°22'12" E	48.18
L97	N68°11'25" E	12.84	L176	S22°22'12" E	48.18
L98	N68°11'25" E	12.84	L177	S22°22'12" E	48.18
L99	N68°11'25" E	12.84	L178	S22°22'12" E	48.18
L100	N68°11'25" E	12.84	L179	S22°22'12" E	48.18
L101	N68°11'25" E	12.84	L180	S22°22'12" E	48.18
L102	N68°11'25" E	12.84	L181	S22°22'12" E	48.18
L103	N68°11'25" E	12.84	L182	S22°22'12" E	48.18
L104	N68°11'25" E	12.84	L183	S22°22'12" E	48.18
L105	N68°11'25" E	12.84	L184	S22°22'12" E	48.18
L106	N68°11'25" E	12.84	L185	S22°22'12" E	48.18
L107	N68°11'25" E	12.84	L186	S22°22'12" E	48.18
L108	N68°11'25" E	12.84	L187	S22°22'12" E	48.18
L109	N68°11'25" E	12.84	L188	S22°22'12" E	48.18
L110	N68°11'25" E	12.84	L189	S22°22'12" E	48.18
L111	N68°11'25" E	12.84	L190	S22°22'12" E	48.18
L112	N68°11'25" E	12.84	L191	S22°22'12" E	48.18
L113	N68°11'25" E	12.84	L192	S22°22'12" E	48.18
L114	N68°11'25" E	12.84	L193	S22°22'12" E	48.18
L115	N68°11'25" E	12.84	L194	S22°22'12" E	48.18
L116	N68°11'25" E	12.84	L195	S22°22'12" E	48.18
L117	N68°11'25" E	12.84	L196	S22°22'12" E	48.18
L118	N68°11'25" E	12.84	L197	S22°22'12" E	48.18
L119	N68°11'25" E	12.84	L198	S22°22'12" E	48.18
L120	N68°11'25" E	12.84	L199	S22°22'12" E	48.18
L121	N68°11'25" E	12.84	L200	S22°22'12" E	48.18

CURVE RADIUS	ARC LENGTH	CHORD LENGTH	BEARINGS DELTA	ANGLE TANGENT
C1	5679.56	63.33	0.78	31.66
C2	1366.95	145.19	8.99	50.43
C3	1366.95	145.19	8.99	50.43
C4	150.01	468.90	300.02	18912.32
C5	75.00	90.31	84.95	51.54
C6	150.01	468.90	300.02	18912.32
C7	150.01	468.90	300.02	18912.32
C8	120.14	184.48	184.32	82.40
C9	120.14	184.48	184.32	82.40
C10	120.14	184.48	184.32	82.40
C11	120.14	184.48	184.32	82.40
C12	120.14	184.48	184.32	82.40
C13	120.14	184.48	184.32	82.40
C14	120.14	184.48	184.32	82.40
C15	120.14	184.48	184.32	82.40
C16	120.14	184.48	184.32	82.40
C17	120.14	184.48	184.32	82.40
C18	120.14	184.48	184.32	82.40
C19	120.14	184.48	184.32	82.40
C20	120.14	184.48	184.32	82.40
C21	120.14	184.48	184.32	82.40
C22	120.14	184.48	184.32	82.40
C23	120.14	184.48	184.32	82.40
C24	120.14	184.48	184.32	82.40
C25	120.14	184.48	184.32	82.40
C26	120.14	184.48	184.32	82.40
C27	120.14	184.48	184.32	82.40
C28	120.14	184.48	184.32	82.40
C29	120.14	184.48	184.32	82.40

SUMMARY AREA

PERIMETER BOUNDARY	28,138,705 SQ.FT.	/	645.98 ACRES
TRACT 2	523,314 SQ.FT.	/	12.01 ACRES
TRACT 3	2,228,716 SQ.FT.	/	51.16 ACRES
TRACT 4	4,461,261 SQ.FT.	/	102.42 ACRES

TRACT 1 = PROJECT AREA
TRACT 1 = PERIMETER BOUNDARY - TRACTS 2, 3 & 4
TRACT 1 = 20,925,414 SQ.FT. / 480.39 ACRES
AREA INCLUDED ANY AND ALL

PROPERTY INFORMATION

TRACT 1
OWNER: MTV PROPERTIES, LLC
PLAT BOOK 52, PAGE 8121
TMS# R09600-03-03

TRACT 2
OWNER: OAK HILLS GOLF PARTNERS, LLC
PLAT BOOK 53, PAGE 4430
TMS# R09600-03-02

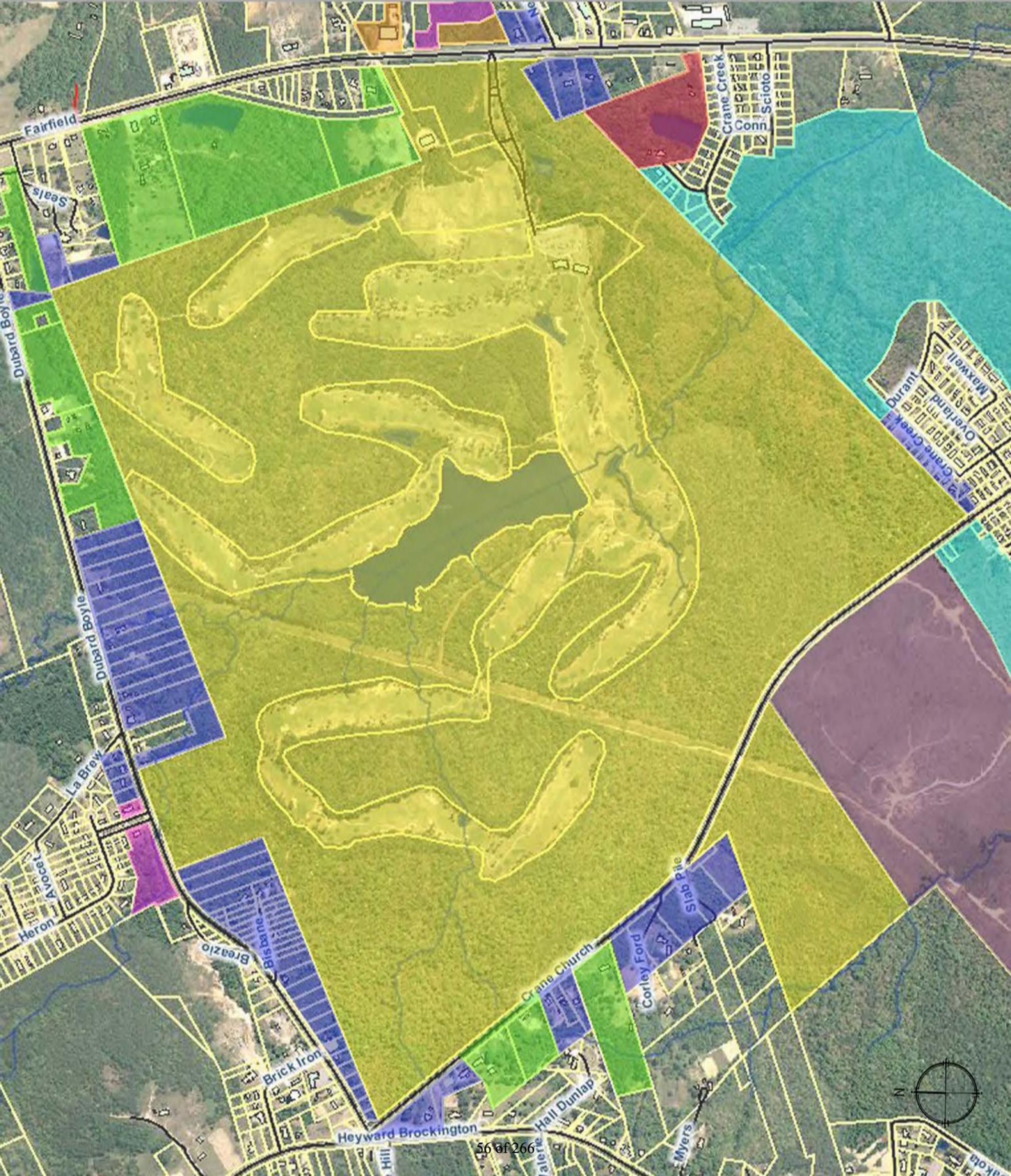
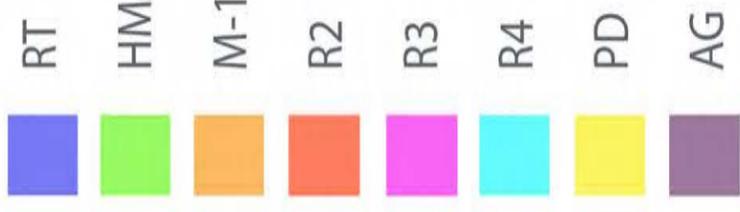
TRACT 3
OWNER: OAK HILLS GOLF PARTNERS, LLC
PLAT BOOK 53, PAGE 4430
TMS# R09600-03-01 (L&E)

TRACT 4
OWNER: OAK HILLS GOLF PARTNERS, LLC
PLAT BOOK 53, PAGE 4430
TMS# R09600-03-02

NOTES:

- 1.) ACCORDING TO FIRM PANEL 45079C0231L & 45079C02

ZONING INDEX



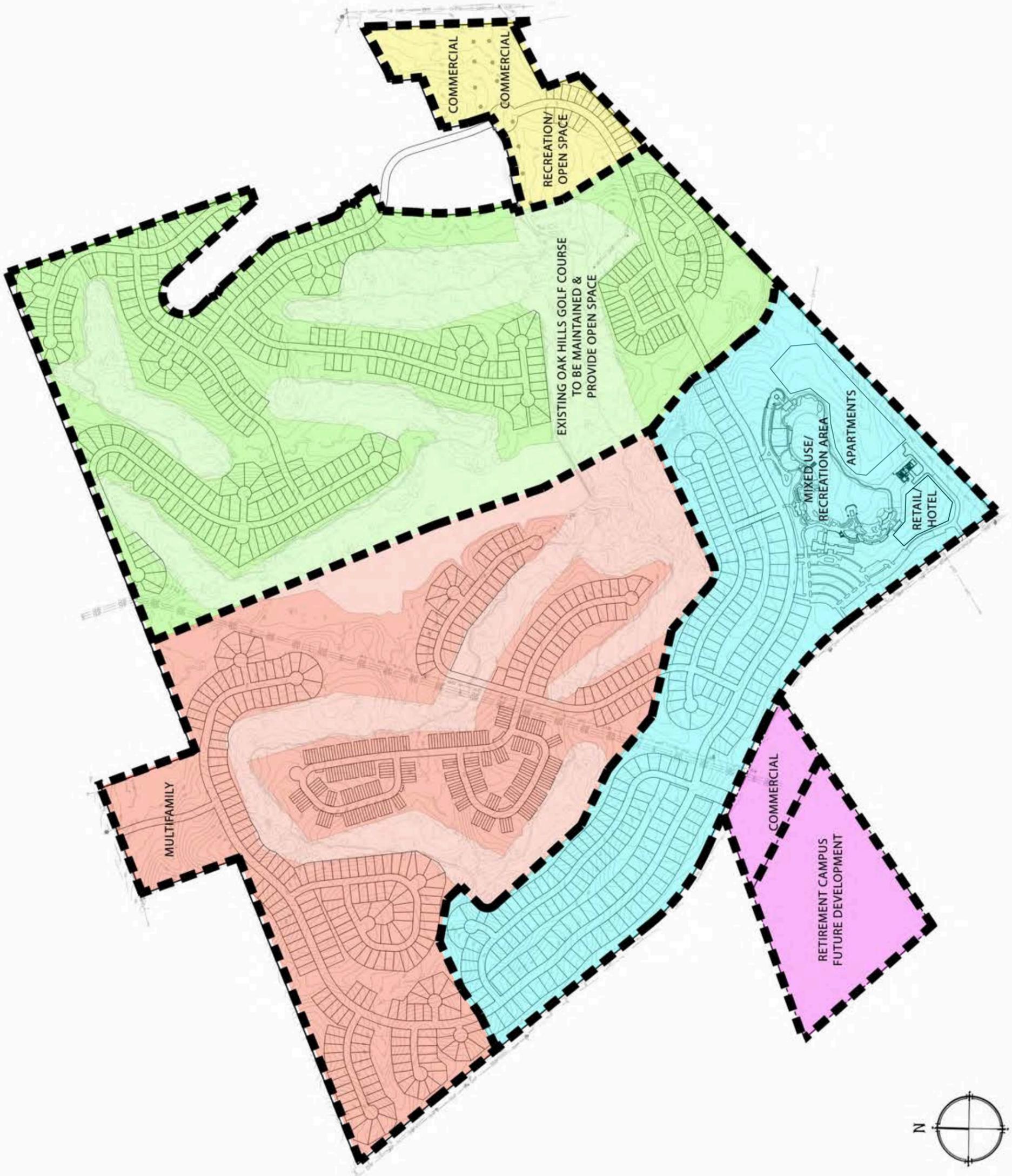
PARCELS SITE DIAGRAM

- PHASE 1A**
 SINGLE FAMILY, MULTIFAMILY, MIXED USE, RECREATION, APARTMENTS, RETAIL
 226 d.u.*
 141.6 AC
- PHASE 1B**
 SINGLE FAMILY, COMMERCIAL, RECREATION, OPEN SPACE
 19 d.u.*
 27.6 AC
- PHASE 2**
 SINGLE FAMILY, MULTIFAMILY
 362 d.u.*
 148.2 AC (DEVELOPED)
 91.3 AC (GOLF COURSE)
- PHASE 3**
 SINGLE FAMILY, MULTIFAMILY, TOWNHOMES
 518 d.u.*
 150.9 AC (DEVELOPED)
- FUTURE DEVELOPMENT**
 RETIREMENT, COMMERCIAL
 36.9 AC

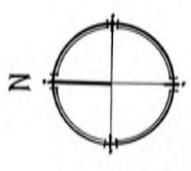
TOTAL DWELLING UNITS : 1078*

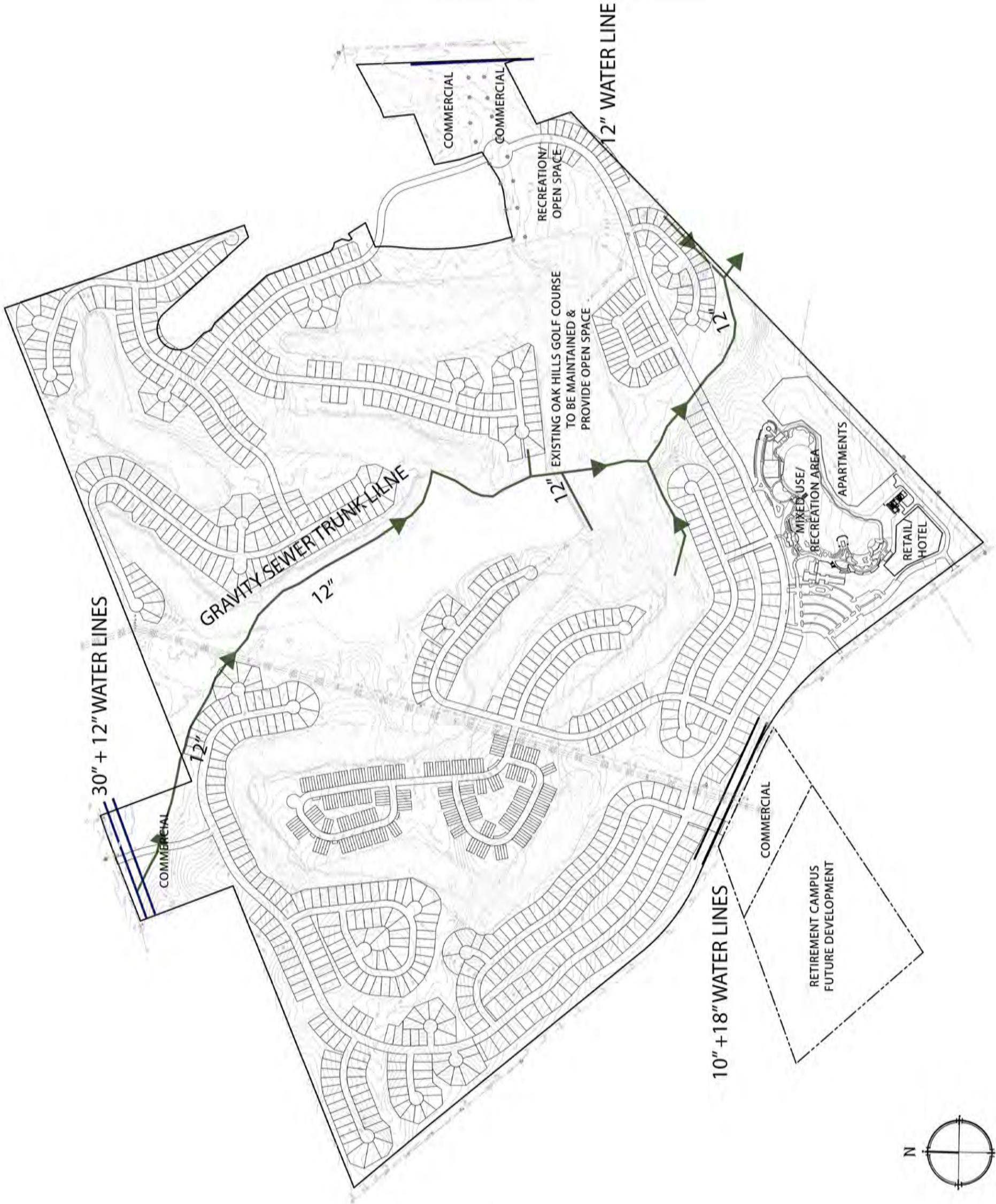
TOTAL ACERAGE: 713.8 AC

* Total number of dwelling units subject to change +/- 20% based on market and existing field conditions.



SITE PLAN

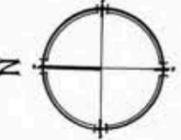
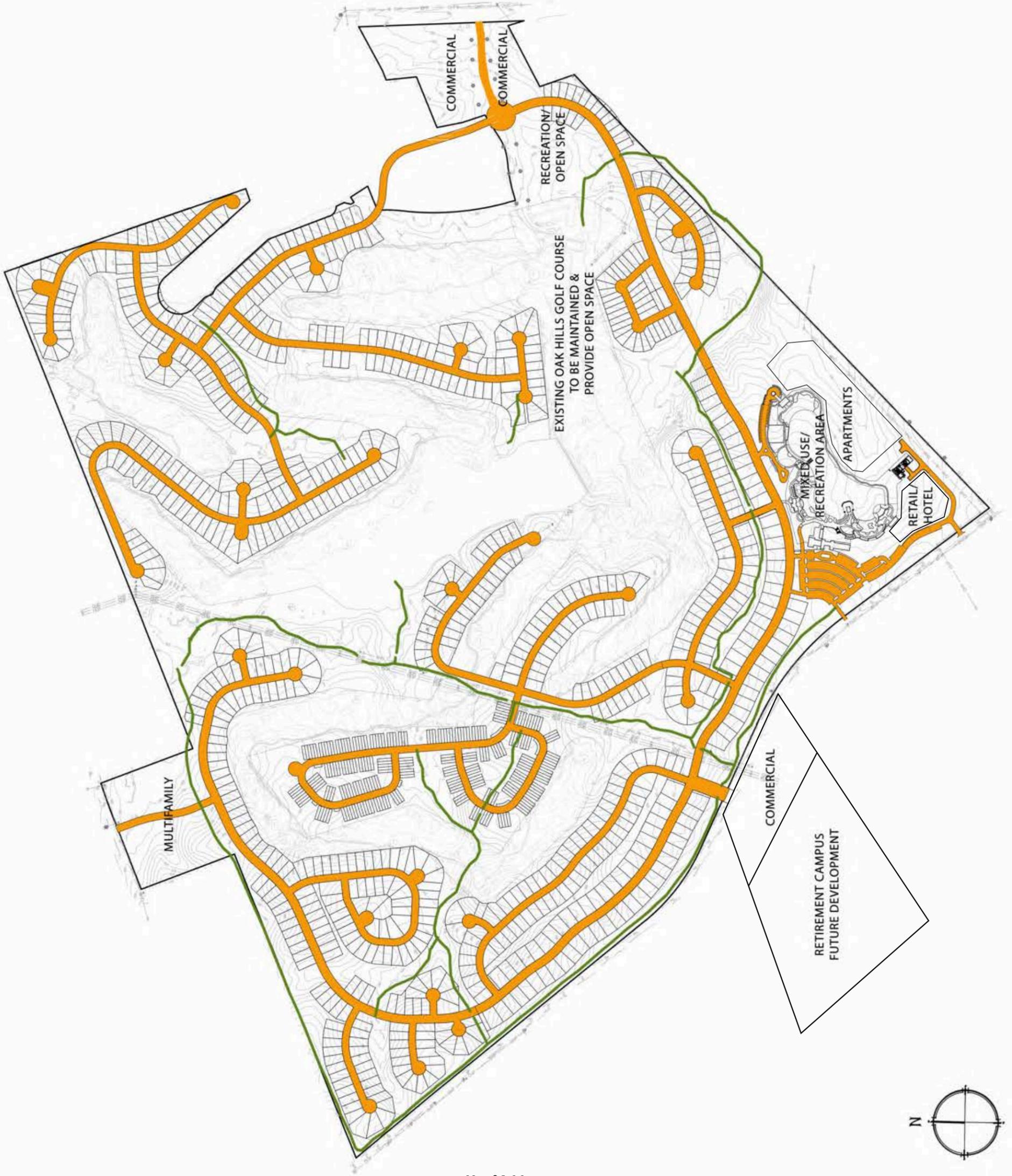




SITE CIRCULATION

-  VEHICULAR
-  PEDESTRIAN (trail)

Note: Sidewalks are to be included along roads.

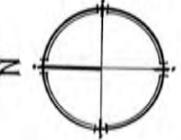


OPEN SPACE



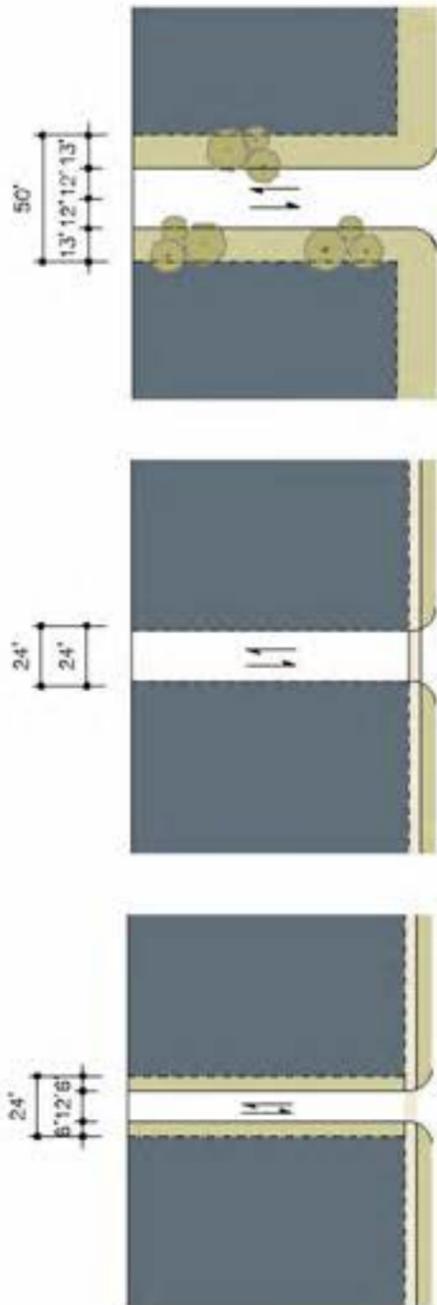
+/- 289 Acres

= +/- 44.7% Open Space

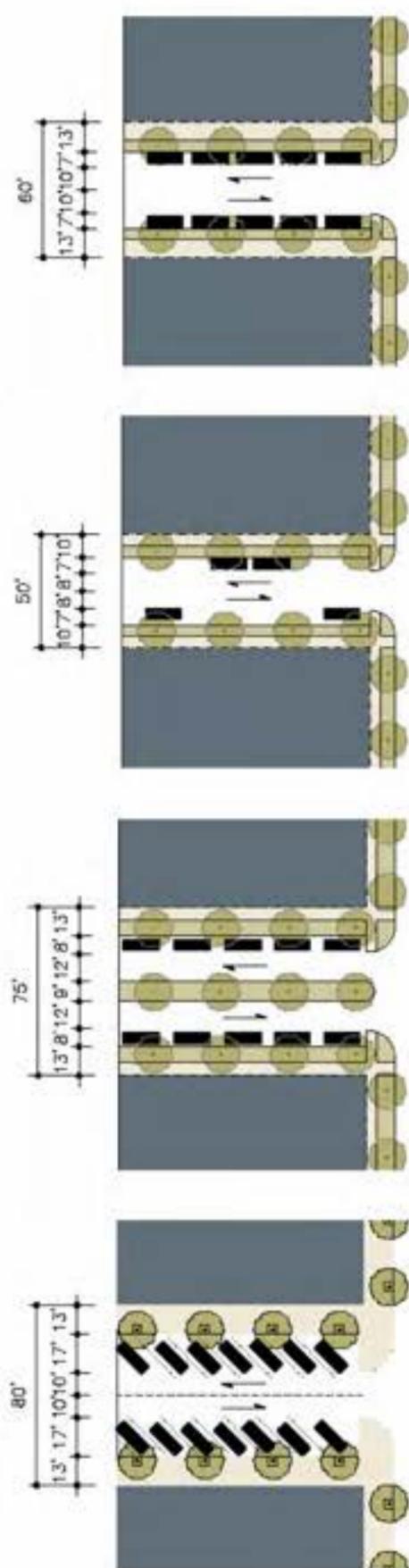


STREET TYPES

Diagrams are minimums. The intent is to provide flexibility in design of roadways to best fit the proposed use. These designs should follow the template set forth in these diagrams.



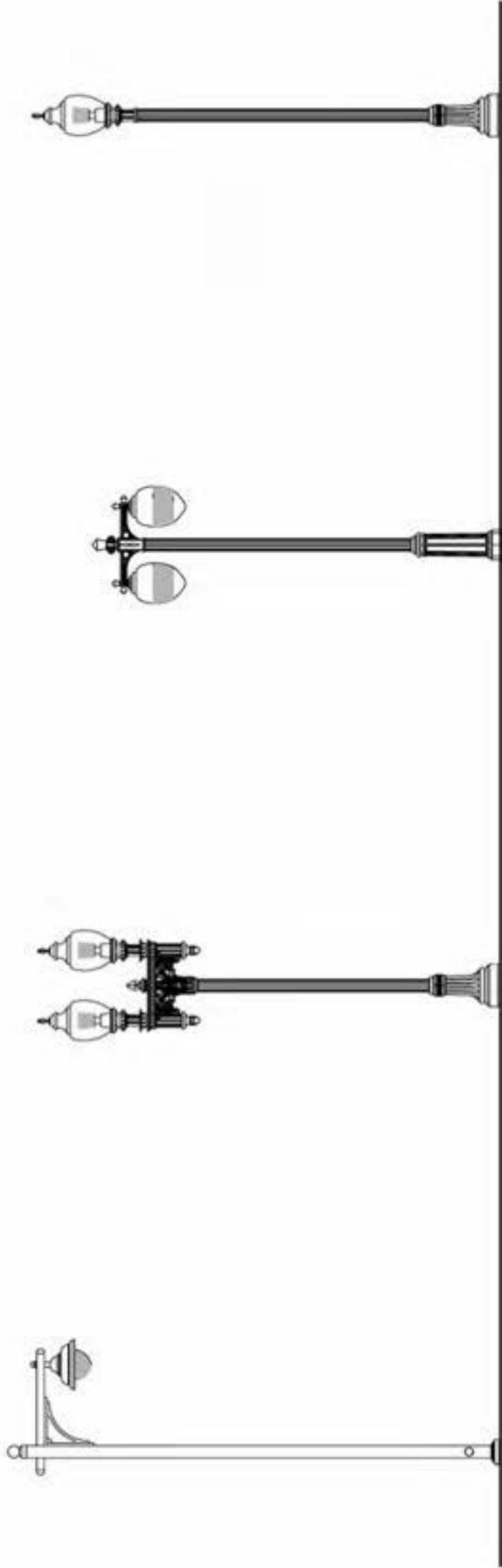
Thoroughfare Type	Road Lane	Wool Alley	Road
Right-of-way width	24 feet	24 feet	50 feet
Pavement width	12 feet	24 feet	24 feet
Movement	Field Movement	Slow Movement	Slow Movement
Design Speed	10 MPH	10 MPH	20 MPH
Reaction Crossing Time	3.5 seconds	4.5 seconds	4.5 seconds
Traffic Lanes	2 lanes	2 lanes	2 lanes
Parking Lanes	None	None	None
Curb Radius	20 feet	20 feet	25 feet
Public Sidewalk Type	None	None	None
Walkway Type	4 foot Sidewalk	None	None
Planter Type	None	None	None
Curb Type	Inverted Crown	Inverted Crown	Path-offroad
Landscape Type	Tree of 30' o.c. Avg.	Tree of 30' o.c. Avg.	Continuous plants
Transportation Provision	None	None	Seeds*



Thoroughfare Type	Commercial Street	Avenue	Street	Street
Right-of-way width	80 feet	75 feet	50 feet	60 feet
Pavement width	54 feet	42 feet	30 feet	34 feet
Movement	Slow Movement	Slow Movement	Field Movement	Slow Movement
Design Speed	28 MPH	25 MPH	25 MPH	20 MPH
Reaction Crossing Time	6 seconds	13 seconds	4.5 seconds	3.5 seconds
Traffic Lanes	2 lanes	2 lanes	2 lanes	2 lanes
Parking Lanes	Both Sides @ 7 feet marked	Both Sides @ 8 feet marked	Both Sides @ 7 feet unmarked	Both Sides @ 7 feet marked
Curb Radius	13 feet	10 feet	15 feet	13 feet
Public Sidewalk Type	Galley/Arcade, Shopfront/awning	A.G., S.K., T., P.C., D.V./C	T., P.C., D.V./C	T., P.C., D.V./C, P.F.
Walkway Type	18 foot Sidewalk	4 foot Sidewalk	5 foot Sidewalk	8 foot Sidewalk
Planter Type	at 100 feet well	7 foot Continuous planter	3 foot Continuous planter	7 foot Continuous planter
Curb Type	Curb	Curb	Curb	Curb or Swale*
Landscape Type	Tree of 30' o.c. Avg.	Tree of 30' o.c. Avg.	Tree of 30' o.c. Avg.	Tree of 30' o.c. Avg.
Transportation Provision	None	None	None	None



LIGHTING



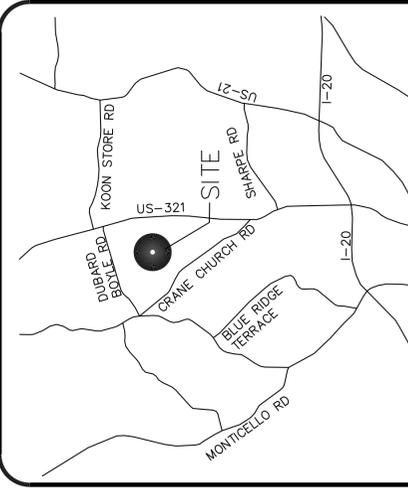
OAK HILLS SUBDIVISION - MASTER PLAN

02/15/2024



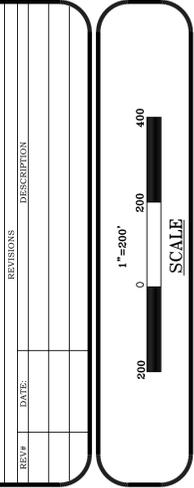
LOT SIZE	75'x135'	60'x120'	42'x135'	20'x100'
	363 *	401 *	89 *	225 *

* Total number of dwelling units subject to change +/- 20% based on market and existing field conditions.



LOCATION MAP
NOT TO SCALE

DRAWN BY:	ONS	DATE:	2-23-22	DEED BOOK:	
CHECKED BY:	DMM	DATE:	2-23-22	PLAT BOOK:	52-8121
FIELD CREW:	KO/RC	DATE:	1-3-22	3D/S PROJECT#	3D-210240
TAX MAP#	R09600-03-03				

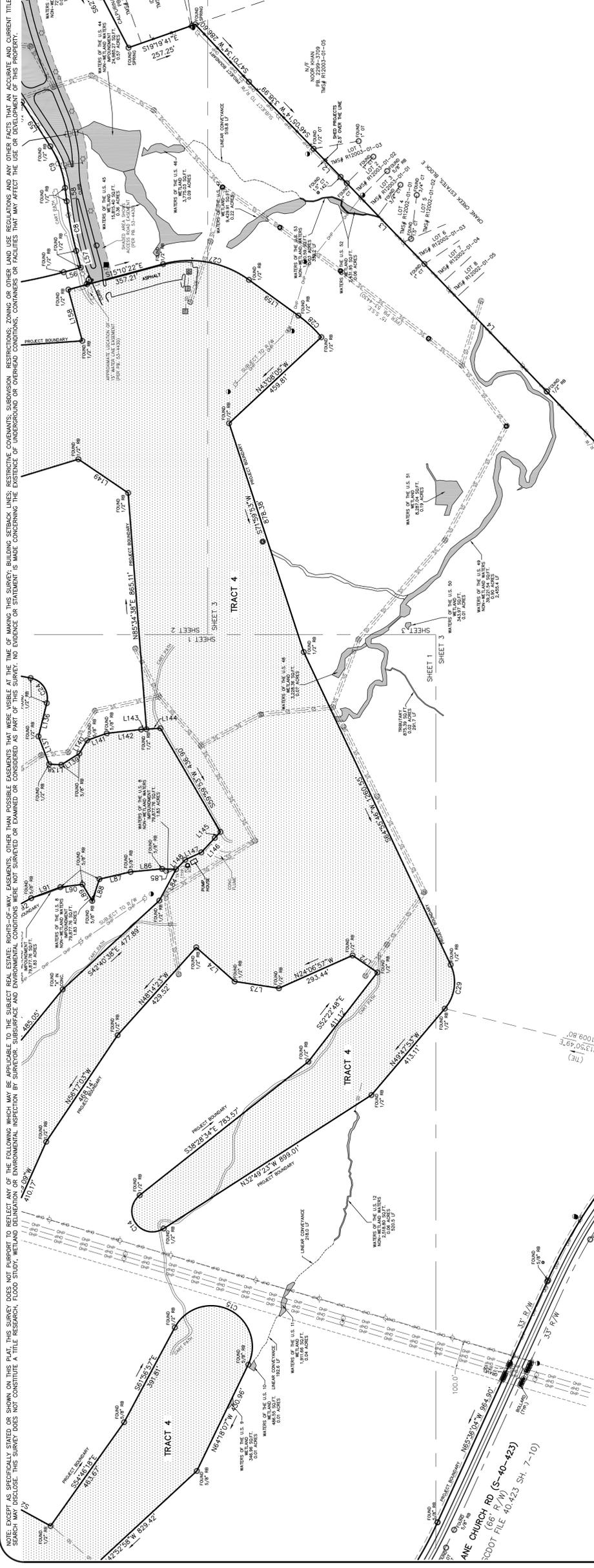
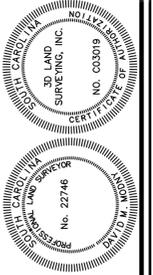


LEGEND

CT CRIMP TOP	GP GAS VALVE	SS STORM DRAIN
SP SPOKE ROD	UP LIGHT POLE	SD SANITARY SEWER
MHC MANHOLE (MS)	MHSS MANHOLE (SS)	UCP UNDERGROUND CABLE
PP POLE	TP TELEPHONE POLE	GS GAS LINE
OT OPEN TOP	TEL TELEPHONE PED	OHF OVERHEAD POWER
R/W RIGHT OF WAY	W WATER METER	W WATER LINE
GS GAS METERS	CB CATCH BASIN	
DI DROP INLET		
◇ FIRE HYDRANT		
— CTV —	CABLE TV	
— X —	FENCE LINE	
— —	UNDERGROUND POWER	
— —	OVERHEAD POWER	
— —	OVERHEAD TELEPHONE	

WATERS OF THE U.S. SURVEY FOR
BLACKSTREAM
CRANE CHURCH ROAD, COLUMBIA 29203
RICHLAND COUNTY, SOUTH CAROLINA

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEYING AND PLATTING OF THIS PROPERTY IS IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND THAT THERE ARE NO KNOWN VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. THIS STRUCTURE IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.



ADJUSTED SUMMARY TABLE

LINE	BEARINGS	DISTANCE	AREA
L1	N16°44'15"W	117.50	125.85
L2	S46°13'40"W	174.49	98.56
L3	S52°05'30"W	53.94	53.94
L4	S44°16'00"W	644.53	73.82
L5	N01°29'42"E	59.85	50.88
L6	S46°27'25"W	70.39	115.25
L7	S42°27'13"W	70.39	115.25
L8	S42°27'13"W	70.39	115.25
L9	S42°27'13"W	70.39	115.25
L10	S42°27'13"W	70.39	115.25
L11	S42°27'13"W	70.39	115.25
L12	S42°27'13"W	70.39	115.25
L13	S42°27'13"W	70.39	115.25
L14	S42°27'13"W	70.39	115.25
L15	S42°27'13"W	70.39	115.25
L16	S42°27'13"W	70.39	115.25
L17	S42°27'13"W	70.39	115.25
L18	S42°27'13"W	70.39	115.25
L19	S42°27'13"W	70.39	115.25
L20	S42°27'13"W	70.39	115.25
L21	S42°27'13"W	70.39	115.25
L22	S42°27'13"W	70.39	115.25
L23	S42°27'13"W	70.39	115.25
L24	S42°27'13"W	70.39	115.25
L25	S42°27'13"W	70.39	115.25
L26	S42°27'13"W	70.39	115.25
L27	S42°27'13"W	70.39	115.25
L28	S42°27'13"W	70.39	115.25
L29	S42°27'13"W	70.39	115.25
L30	S42°27'13"W	70.39	115.25
L31	S42°27'13"W	70.39	115.25
L32	S42°27'13"W	70.39	115.25
L33	S42°27'13"W	70.39	115.25
L34	S42°27'13"W	70.39	115.25
L35	S42°27'13"W	70.39	115.25
L36	S42°27'13"W	70.39	115.25
L37	S42°27'13"W	70.39	115.25
L38	S42°27'13"W	70.39	115.25
L39	S42°27'13"W	70.39	115.25
L40	S42°27'13"W	70.39	115.25
L41	S42°27'13"W	70.39	115.25
L42	S42°27'13"W	70.39	115.25
L43	S42°27'13"W	70.39	115.25
L44	S42°27'13"W	70.39	115.25
L45	S42°27'13"W	70.39	115.25
L46	S42°27'13"W	70.39	115.25
L47	S42°27'13"W	70.39	115.25
L48	S42°27'13"W	70.39	115.25
L49	S42°27'13"W	70.39	115.25
L50	S42°27'13"W	70.39	115.25
L51	S42°27'13"W	70.39	115.25
L52	S42°27'13"W	70.39	115.25
L53	S42°27'13"W	70.39	115.25
L54	S42°27'13"W	70.39	115.25
L55	S42°27'13"W	70.39	115.25
L56	S42°27'13"W	70.39	115.25
L57	S42°27'13"W	70.39	115.25
L58	S42°27'13"W	70.39	115.25
L59	S42°27'13"W	70.39	115.25
L60	S42°27'13"W	70.39	115.25
L61	S42°27'13"W	70.39	115.25
L62	S42°27'13"W	70.39	115.25
L63	S42°27'13"W	70.39	115.25
L64	S42°27'13"W	70.39	115.25
L65	S42°27'13"W	70.39	115.25
L66	S42°27'13"W	70.39	115.25
L67	S42°27'13"W	70.39	115.25
L68	S42°27'13"W	70.39	115.25
L69	S42°27'13"W	70.39	115.25
L70	S42°27'13"W	70.39	115.25
L71	S42°27'13"W	70.39	115.25
L72	S42°27'13"W	70.39	115.25
L73	S42°27'13"W	70.39	115.25
L74	S42°27'13"W	70.39	115.25
L75	S42°27'13"W	70.39	115.25
L76	S42°27'13"W	70.39	115.25
L77	S42°27'13"W	70.39	115.25
L78	S42°27'13"W	70.39	115.25
L79	S42°27'13"W	70.39	115.25
L80	S42°27'13"W	70.39	115.25

ADJUSTED SUMMARY TABLE

TRACT	AREA (ACRES)	TYPE
1	480.39	NON-WETLAND WATERS
2	645.88	WETLAND WATERS
3	511.16	WETLAND WATERS
4	102.42	WETLAND WATERS
5	12.01	WETLAND WATERS
6	511.16	WETLAND WATERS
7	511.16	WETLAND WATERS
8	511.16	WETLAND WATERS
9	511.16	WETLAND WATERS
10	511.16	WETLAND WATERS
11	511.16	WETLAND WATERS
12	511.16	WETLAND WATERS
13	511.16	WETLAND WATERS
14	511.16	WETLAND WATERS
15	511.16	WETLAND WATERS
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18	511.16	WETLAND WATERS
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21	511.16	WETLAND WATERS
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27	511.16	WETLAND WATERS
28	511.16	WETLAND WATERS
29	511.16	WETLAND WATERS
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31	511.16	WETLAND WATERS
32	511.16	WETLAND WATERS
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39	511.16	WETLAND WATERS
40	511.16	WETLAND WATERS
41	511.16	WETLAND WATERS
42	511.16	WETLAND WATERS
43	511.16	WETLAND WATERS
44	511.16	WETLAND WATERS
45	511.16	WETLAND WATERS
46	511.16	WETLAND WATERS
47	511.16	WETLAND WATERS
48	511.16	WETLAND WATERS
49	511.16	WETLAND WATERS
50	511.16	WETLAND WATERS
51	511.16	WETLAND WATERS
52	511.16	WETLAND WATERS
53	511.16	WETLAND WATERS
54	511.16	WETLAND WATERS
55	511.16	WETLAND WATERS

ADJUSTED SUMMARY TABLE

TRACT	PERIMETER BOUNDARY	AREA (ACRES)
TRACT 1	28,138,705 SQ.FT.	645.88 ACRES
TRACT 2	523,314 SQ.FT.	12.01 ACRES
TRACT 3	2,228,716 SQ.FT.	511.16 ACRES
TRACT 4	4,461,261 SQ.FT.	102.42 ACRES
TRACT 1 + 2 + 3 + 4	30,351,996 SQ.FT.	761.47 ACRES
TRACT 1 = PROJECT AREA	30,351,996 SQ.FT.	761.47 ACRES
TRACT 1 = PERIMETER BOUNDARY - TRACTS 2, 3 & 4	20,925,414 SQ.FT.	480.39 ACRES
TRACT 1 = 20,925,414 SQ.FT. / 480.39 ACRES		
AREA INCLUDED ANY AND ALL		

ADJUSTED SUMMARY TABLE

TRACT	PERIMETER BOUNDARY	AREA (ACRES)
TRACT 1	28,138,705 SQ.FT.	645.88 ACRES
TRACT 2	523,314 SQ.FT.	12.01 ACRES
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TRACT 1 + 2 + 3 + 4	30,351,996 SQ.FT.	761.47 ACRES
TRACT 1 = PROJECT AREA	30,351,996 SQ.FT.	761.47 ACRES
TRACT 1 = PERIMETER BOUNDARY - TRACTS 2, 3 & 4	20,925,414 SQ.FT.	480.39 ACRES
TRACT 1 = 20,925,414 SQ.FT. / 480.39 ACRES		
AREA INCLUDED ANY AND ALL		

NOTES:

- 1) ACCORDING TO FIRM PANEL 450790231L & 450790232L FOR RICHLAND COUNTY, SOUTH CAROLINA, WITH AN EFFECTIVE DATE OF 08/15/2018, THE PROPERTY IS LOCATED IN DESIGNATED FLOOD HAZARD AREA.
- 2) THIS SURVEY IS ORIENTED TO THE SOUTH CAROLINA STATE PLANNING COMMISSION GRID. ALL BEARINGS SHOWN ARE ACTUAL GROUND MEASURED DISTANCES.
- 3) UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE IN LOCATION BASED UPON ABOVE GROUND EVIDENCE OR RECORD DRAWINGS. THE SURVEYOR DOES NOT WARRANT THE EXISTENCE, EITHER IN SERVICE OR ABANDONED.
- 4) ALL PINS SET #REBAR UNLESS NOTED OTHERWISE.
- 5) THIS SURVEY DOES NOT SHOW THE PROPOSED EASEMENTS SHOWN ON PLAT BOOK 53, PAGE 4430.

PROPERTY INFORMATION

TRACT 1
OWNER: MTY PROPERTIES, LLC
PLAT BOOK 53, PAGE 4430
TMS# R09600-03-03

TRACT 2
OWNER: OAK HILLS GOLF PARTNERS, LLC
PLAT BOOK 53, PAGE 4430
TMS# R09600-03-02

TRACT 3
OWNER: OAK HILLS GOLF PARTNERS, LLC
PLAT BOOK 53, PAGE 4430
TMS# R09600-03-01 (LAKE)

TRACT 4
OWNER: OAK HILLS GOLF PARTNERS, LLC
PLAT BOOK 53, PAGE 4430
TMS# R09600-03-02

SUMMARY AREA

PERIMETER BOUNDARY 28,138,705 SQ.FT. / 645.88 ACRES
TRACT 2 523,314 SQ.FT. / 12.01 ACRES
TRACT 3 2,228,716 SQ.FT. / 511.16 ACRES
TRACT 4 4,461,261 SQ.FT. / 102.42 ACRES

TRACT 1 = PROJECT AREA
TRACT 1 = PERIMETER BOUNDARY - TRACTS 2, 3 & 4
TRACT 1 = 20,925,414 SQ.FT. / 480.39 ACRES
AREA INCLUDED ANY AND ALL

GOLF COURSE TRACTS

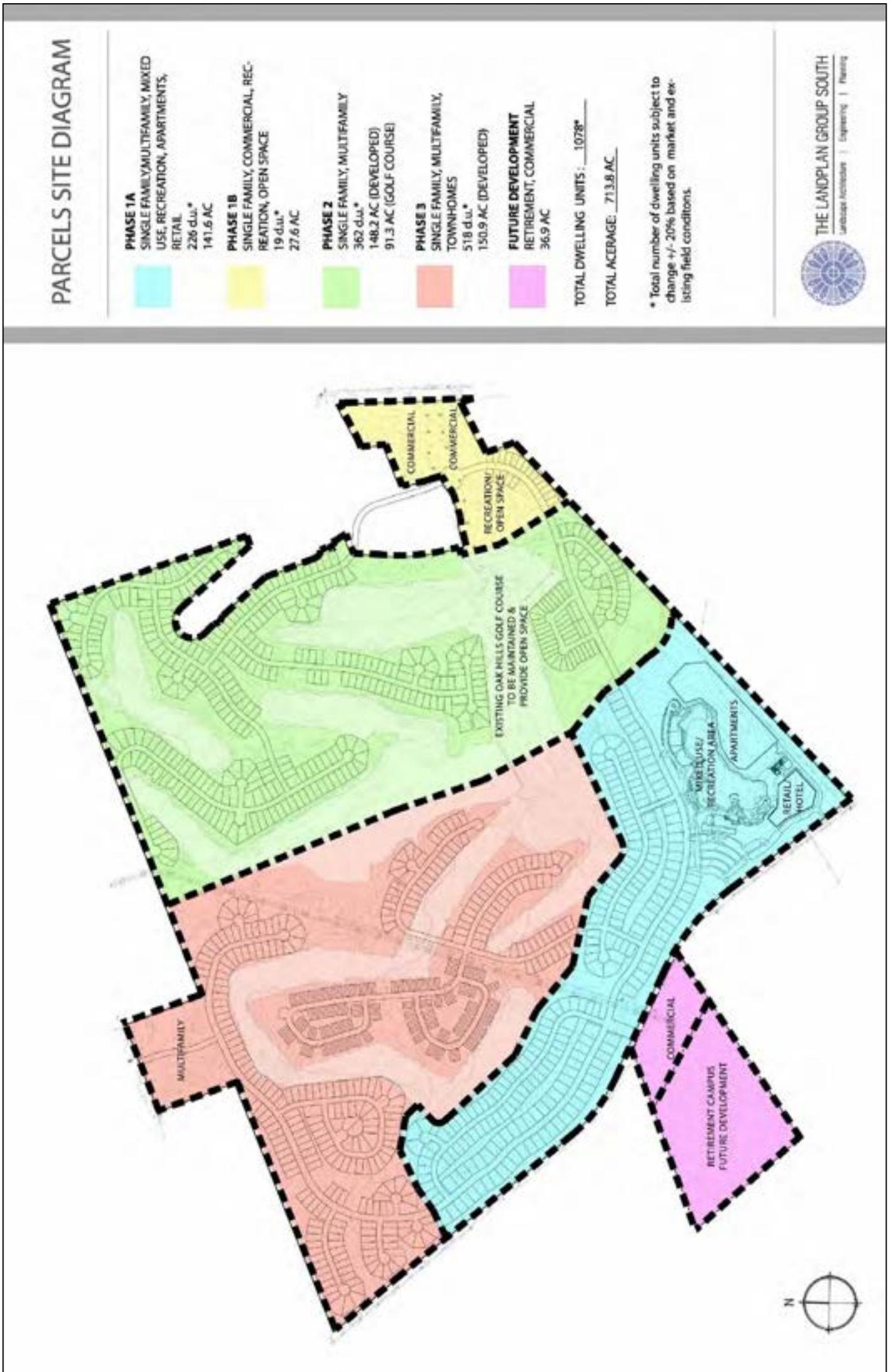
811
Know what's below.
Call us today.

SCGRID

THE UTILITIES SHOWN ARE BASED ON THE COMMUTING CONVENTION ONLY. THE SURVEYOR DOES NOT WARRANT THE EXISTENCE, EITHER IN SERVICE OR ABANDONED, OF ANY OTHER UNDERGROUND UTILITIES. FOR ANY PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN, THIS STRUCTURE IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.

NOTES:
PURSUANT TO THE PROVISIONS OF SC CODE OF LAWS, SECTION 40-22-220(3), THIS PLAN, SPECIFICATION, OR PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, THIS SURVEYOR DOES NOT WARRANT THE EXISTENCE, EITHER IN SERVICE OR ABANDONED, OF ANY OTHER UNDERGROUND UTILITIES. FOR ANY PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN, THIS STRUCTURE IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.

Exhibit C



Richland County Council Request for Action

Subject:

Case # 24-012MA
Jeff Ruble
Richland County Economic Development
HM to LI (5.15 Acres)
605 Blythewood Road
TMS # R15100-01-03 (portion)

Notes:

First Reading: May 21, 2024
Second Reading: June 4, 2024
Third Reading:
Public Hearing: May 21, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-24HR

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 # R15100-01-03 (PORTION OF) FROM HOMESTEAD DISTRICT (HM) 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 # R15100-01-03 (portion of) from Homestead District (HM) 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 _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 21, 2024
First Reading: May 21, 2024
Second Reading: June 4, 2024
Third Reading: June 18, 2024

Richland County Council Request for Action

Subject:

An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2024 through June 30, 2025. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2024 and ending June 30, 2025

Notes:

First Reading: May 7, 2024
Second Reading: June 4, 2024
Third Reading: June 18, 2024
Public Hearing: May 23, 2024

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___ 24-HR**

An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year’s carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025)

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

SECTION 1. The following appropriations by activity and the estimated revenue to support these appropriations, as well as other supporting documents contained in the adopted Fiscal Year 2024-2025 Annual Budget is hereby adopted, with such supporting documents being made reference to and incorporated herein by reference, as follows:

Fund	Revenue	Transfer In	Fund Balance	Total Sources	Expenditures	Transfer Out	Total Uses
General Fund Operating	\$216,959,183	\$8,286,209	\$0	\$225,245,392	\$210,125,583	\$15,119,809	\$225,245,392
General Fund Capital		\$0	\$6,225,000	\$6,225,000	\$6,225,000		\$6,225,000
General Fund	\$216,959,183	\$8,286,209	\$6,225,000	\$231,470,392	\$216,350,583	\$15,119,809	\$231,470,392
Special Revenue							
Victim's Rights	\$195,000	\$1,212,504	\$0	\$1,407,504	\$1,407,504	\$0	\$1,407,504
Tourism Development	\$1,332,000	\$0	\$0	\$1,332,000	\$1,332,000	\$0	\$1,332,000
Temporary Alcohol Permits	\$111,947	\$0	\$15,000	\$126,947	\$126,947	\$0	\$126,947
Emergency Telephone System	\$3,465,057	\$3,556,442	\$762,050	\$7,783,549	\$7,608,473	\$175,076	\$7,783,549
Fire Service	\$32,530,001	\$0	\$4,321,849	\$36,851,850	\$32,509,073	\$4,342,777	\$36,851,850
Stormwater Management	\$4,093,800	\$0	\$183,741	\$4,277,541	\$4,028,800	\$248,741	\$4,277,541
Conservation Commission Fund	\$994,000	\$143,988	\$1,470,564	\$2,608,552	\$2,562,343	\$46,209	\$2,608,552
Neighborhood Redev. Fund	\$994,000	\$0	\$0	\$994,000	\$952,907	\$41,093	\$994,000
Hospitality Tax	\$10,442,422	\$0	\$3,555,182	\$13,997,604	\$9,012,254	\$4,985,350	\$13,997,604
Accommodation Tax	\$640,000	\$0	\$135,000	\$775,000	\$750,000	\$25,000	\$775,000
Title IVD - Sheriff's Fund	\$32,000	\$35,824	\$0	\$67,824	\$67,824	\$0	\$67,824
Title IV - Family Court	\$1,101,701	\$324,015	\$0	\$1,425,716	\$1,425,716	\$0	\$1,425,716
Road Maintenance Fee	\$6,338,862	\$0	\$5,703,215	\$12,042,077	\$11,594,086	\$447,991	\$12,042,077
Public Defender	\$2,309,184	\$4,337,543	\$0	\$6,646,727	\$6,646,727	\$0	\$6,646,727
Transportation Tax	\$96,682,144	\$0	\$0	\$96,682,144	\$2,846,691	\$93,835,453	\$96,682,144
Mass Transit	\$0	\$27,198,375	\$0	\$27,198,375	\$27,198,375	\$0	\$27,198,375
School Resource Officers	\$6,595,773	\$1,964,979	\$0	\$8,560,752	\$7,961,127	\$599,625	\$8,560,752
Economic Development	\$4,360,872	\$1,096,331	\$3,500,000	\$8,957,203	\$7,228,830	\$1,728,373	\$8,957,203
Child Fatality Review	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0	\$35,000
Special Revenue Total	\$172,253,763	\$39,870,001	\$19,646,601	\$231,770,365	\$125,294,677	\$106,475,688	\$231,770,365
Debt Service							
General Debt Service	\$18,721,888	\$0	\$0	\$18,721,888	\$18,721,888	\$0	\$18,721,888
Fire Bonds 2018B 1,500,000	\$555,000	\$0	\$0	\$555,000	\$555,000	\$0	\$555,000
RFC-IP Revenue Bond 2019	\$1,605,577	\$0	\$0	\$1,605,577	\$1,605,577	\$0	\$1,605,577
Hospitality Refund 2013A B/S	\$0	\$1,486,963	\$0	\$1,486,963	\$1,486,963	\$0	\$1,486,963
East Richland Public Svc Dist.	\$1,438,560	\$0	\$0	\$1,438,560	\$1,438,560	\$0	\$1,438,560
Recreation Commission Debt Svc	\$458,016	\$0	\$0	\$458,016	\$458,016	\$0	\$458,016
Riverbanks Zoo Debt Service	\$2,670,190	\$0	\$0	\$2,670,190	\$2,670,190	\$0	\$2,670,190
School District 1 Debt Service	\$69,127,795	\$0	\$0	\$69,127,795	\$69,127,795	\$0	\$69,127,795
School District 2 Debt Service	\$64,845,932	\$0	\$0	\$64,845,932	\$64,845,932	\$0	\$64,845,932
Transportation Debt Service		\$14,434,250	\$0	\$14,434,250	\$14,434,250	\$0	\$14,434,250
Debt Service Total	\$159,422,958	\$15,921,213	\$0	\$175,344,171	\$175,344,171	\$0	\$175,344,171
Enterprise Funds							
Solid Waste Enterprise Fund	\$45,612,681	\$0	\$0	\$45,612,681	\$44,041,800	\$1,570,881	\$45,612,681
Richland County Utilities	\$15,015,898	\$0	\$10,000,000	\$25,015,898	\$23,451,907	\$1,563,991	\$25,015,898
Hamilton-Owens Airport Operating	\$268,000	\$0	\$365,330	\$633,330	\$532,691	\$100,639	\$633,330
Enterprise Funds Total	\$60,896,579	\$0	\$10,365,330	\$71,261,909	\$68,026,398	\$3,235,511	\$71,261,909
Millage Agencies							
Richland Cnty Recreation Commission	\$19,743,400	\$0	\$0	\$19,743,400	\$19,743,400	\$0	\$19,743,400
Columbia Area Mental Health	\$3,017,923	\$0	\$0	\$3,017,923	\$3,017,923	\$0	\$3,017,923
Public Library	\$34,505,365	\$0	\$0	\$34,505,365	\$34,505,365	\$0	\$34,505,365
Riverbanks Zoo	\$1,517,888	\$0	\$0	\$1,517,888	\$1,517,888	\$0	\$1,517,888
Midlands Technical College	\$8,321,255	\$0	\$0	\$8,321,255	\$8,321,255	\$0	\$8,321,255
Midlands Tech Capital/Debt Service	\$4,427,677	\$0	\$0	\$4,427,677	\$4,427,677	\$0	\$4,427,677
School District One	\$270,928,511	\$0	\$0	\$270,928,511	\$270,928,511	\$0	\$270,928,511
School District Two	\$193,918,258	\$0	\$0	\$193,918,258	\$193,918,258	\$0	\$193,918,258
Millage Agencies Total	\$536,380,277	\$0	\$0	\$536,380,277	\$536,380,277	\$0	\$536,380,277
Grand Total	\$1,145,912,760	\$64,077,423	\$36,236,931	\$1,246,227,114	\$1,121,396,106	\$124,831,008	\$1,246,227,114

SECTION 2. Mileage rate paid to County employees shall be the same as the U.S. Federal reimbursement rate per mile for the fiscal period stated above.

SECTION 3. All fees previously approved by the County Council, either through budget ordinances or ordinances apart from

the budget, will remain in effect unless and until the County Council votes to amend those fees.

SECTION 4. No County fees, excluding fees from SECTION 16, SECTION 17, SECTION 18 and SECTION 19, based on CPI shall be adjusted on the current year inflationary adjustment (CPI) due to the small incremental change.

SECTION 5 At fiscal year-end, any funds encumbered for capital purchases shall reflect as a designation of fund balance in the Annual Comprehensive Financial Report and shall be brought forward in the subsequent fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance.

SECTION 6. Continuation grants and those with no personnel or match requests are considered approved as presented with budget adoption up to available budgeted match dollars. All other grants will require individual Council approval prior to award acceptance.

SECTION 7. Commensurate with budget authority, the County Administrator may approve purchases in the amount of one hundred thousand dollars (\$100,000) or less. Purchases in excess of one hundred thousand dollars (\$100,000) shall be reviewed and approved by the County Council prior to acceptance.

SECTION 8. All non-exclusive contracts exceeding \$100,000 and existing at the time of budget adoption shall be renewed for the subsequent fiscal year provided the following conditions exist: The services provided under the contract will continue to be required in the subsequent fiscal year; the contract was originally procured through the County's Procurement Division utilizing the competitive procurement method, where appropriate, and following all other procurement ordinances, regulations and guidelines; The contract is within a five-year period during which contracts may be renewed annually upon mutual agreement by both parties not to exceed five years; the performance of the contractor has been confirmed, in writing, by the user department and by the Manager of Procurement to be satisfactory; Budget dollars have been appropriated by the County Council to fund the contract for the subsequent fiscal year. All items included on the State contract greater than \$100,000 are considered as reviewed and approved therefore will not be required to go back to Council for additional approval.

SECTION 9. Designated fund balance allocated in prior years for the establishment of an emergency disaster fund, economic development fund, and an insurance reserve fund shall remain as designated, but only to the extent of available fund balance as approved by the County Administrator.

SECTION 10. All One-percent funds collected through established Multi-County Industrial Park agreements or the funds from the completed sale of any county-owned property in a multi-county park shall be placed in the Richland County Economic Development Fund and be immediately appropriated for the purpose of continued Economic Development. This appropriation shall not require a supplemental budget ordinance.

SECTION 11. Funds awarded to the Sheriff's Department through forfeiture are included as part of this ordinance and Council designates, as the governing body, that the Sheriff shall maintain these funds in accordance with Federal, State and County guidelines. All forfeited funds will be audited along with the General Fund and posted at that time.

SECTION 12. The County will be self-funded against tort claim liability and shall no longer carry an excess liability insurance policy. Funding shall be established through the annual automatic re-budgeting of these County funded accounts. The amount to be carried forward shall not exceed the unspent portion of the current year appropriation and shall be used only for the original intended purpose as identified in the year of appropriation. This shall increase the original appropriated budget and shall not require a separate budget amendment.

SECTION 13. The Sheriff and Finance Director will assess the status of fees collected through the Special Duty Program prior to the end of fiscal year 2024. All excess funds collected for the administrative cost over cost incurred shall reflect as a designation of fund balance and shall be brought forward in the following fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the Special Duty Program and associated fees shall be evaluated each year during the budget process.

SECTION 14. The appropriation includes the approval of the Sheriff's Department School Resource Officer Program. Funding shall be contingent upon annual approval and appropriation by County Council. At the end of each fiscal year, the Finance Director and the Sheriff will assess the status of the billing and collections for each school district as of the end of the fiscal year. Any program shortfall of collections for the fiscal year by the School District shall result in additional collection procedures inclusive of charging shortfall to the Sheriff's Department fiscal budget. All excess funds collected beyond cost of the program shall be brought forward in the subsequent budget year as a budgeted use of fund balance and made available to the Sheriff's Department to be used toward the district-specific program cost. The automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the School Resource Officer program and associated fees shall be evaluated each fiscal year during the budget process.

SECTION 15. All funds collected by the Sheriff's Department as a cost reimbursement from employees shall be credited back to the sheriff's budget and allowed to utilize for other operational cost.

SECTION 16. During its June 18, 2024 meeting, Richland County Council approved changes in the Land Development Fee Schedule effective July 1, 2024 (FY 2025). New fee schedule is as follows:

Residential Plan Review

Review Type	Description of services	Proposed Cost
Sketch plan	Review of conceptual plan, first resubmittal, and Development Review Team meeting	\$650
Preliminary Plan Review	Initial review & first submittal, initial record drawing review	\$750+\$20/lot
Additional reviews	Each additional review	50% of original fee
Additional record drawing reviews	Each additional review	\$500
Land Disturbance Permit	Disturbance permit and MS4 inspections	2years \$3,000+\$200ac 5years \$4,500+ \$200/ac
	Preconstruction meeting	covered by LDP fee
	Inspection reports	covered by LDP fee
	Final inspection for NOT	covered by LDP fee
Re-inspection of final inspection		\$750
Permit renewal	Per year after initial permit expires	\$1,000
Modification to approved plans	Major, minor and owner revision	25% of original fee

Infrastructure Fees

Road inspections	Inspection of roadway base, first proof roll, asphalt paving, curb and gutter, and sidewalk	\$1250 +\$1/LF
Storm Drainage Pipe	Visual inspection at install, check of inverts, slope, and camera inspection as needed	\$0.25/LF
Reinspection of sub-standard infrastructure		\$250 every 500LF
Warranty Bond	(submission required to release construction surety) review of bond and release letters	\$250

Non-compliance Fees

Stop Work	A site inspection is required to lift a stop work order	\$1,200
Unauthorized work	Work without a permit or approval; fee is in addition to standard permitting fees	\$1,000

Commercial Plan Review

Review Type	Description of services	Proposed Cost
Preliminary Plan Review	Initial review & first submittal, initial record drawing review	\$1,250
Additional reviews	Each additional review	\$250
Additional record drawing reviews	Each additional review	\$250
Land Disturbance Permit	Disturbance permit and MS4 inspections preconstruction meeting inspection reports final inspection for NOT	2years \$1,500+\$100/ac 5years \$3,500+ \$100/ac covered by LDP fee covered by LDP fee covered by LDP fee
Re-inspection of final inspection		\$750
Permit renewal	Per year after initial permit expires	\$1,000
Modification to approved plans	Major, minor and owner revision	25% of original fee
Linear Projects	Initial review & first submittal, initial record drawing review < 1 acre >1 ac- 5 ac >5ac Additional reviews LDP linear projects >1ac	based on disturbance \$325 \$500 \$750 50% original fee \$525
Small commercial	<1ac, no engineered infrastructure	\$325

Miscellaneous		
Encroachments	Work inside County right-of-way	\$300
SWPPPs	Level 1 project working under a SWPPP	\$300
SWPPPs	Level 2 project working under a SWPPP	\$500
Individual Lot Development	IL-NOI aggregating to >1 acre inside a larger common plan	\$300 + \$20/lot
*Fee waiver will apply to residents working on property they own		

Plat Reviews

Type	Description of services	Proposed Cost
Bonded Plat	Review of plat- initial review and first resubmittal Review of bond estimate and surety, 1 site inspection	\$150 +\$20/lot \$500
Final Plat	Review of plat- initial review and first resubmittal	\$80 +\$10/lot
Additional reviews for any plat	Each additional review	\$250

SECTION 17. During its June 18, 2024 meeting, Richland County Council approved an increase in the Solid Waste rates effective July 1, 2024 (FY2025). The new rates for curbside, as approved, are as follows:

Solid Waste Rates FY2025:

- Residential Curbside \$385.58
- Backyard Pickup \$694.04
- Disability Backyard Service - \$385.58
- Commercial Curbside Service - \$771.16
- Rollcart Initial Setup Fee - \$75.00
- C&D Disposal at Richland County Landfill - \$27.50 per ton (waste must originate in Richland County)
- Yard/Land Clearing Debris/Dirt - \$27.50 per ton
- Brown Goods/Bulk Items - \$27.50 per ton
- Metal and Appliances - \$27.50 per ton
- Mattress/Box Spring – No Charge for Richland County Residents (Limit 2 per day, Mattress & Box Spring

are 1)

- Mattress/Box Spring Commercial - \$352.00 per ton
- Tires Commercial - \$1.50 each or \$150 per ton
- Residential Tire with proper identification – No Charge (Limit 4 per day)
- Large Commercial Truck Tires (22.5, AG, etc) - \$5.60 each
- Residential Electronic Waste (Up to 5 electronic items per day) – No Charge
- Commercial Electronic Waste, Landfill Only - \$1.10 per lb
- Residential Mulch – County residents receive mulch at no charge. Resident self-load. Landfill only
- Commercial Mulch - \$14.00 per ton, Landfill only
- Residential Latex Paint, No Charge for Richland County residents. (Up to 5 cans of any size per day)
- Commercial Latex Paint - \$1.10 per lb

SECTION 18. During its June 18, 2024 meeting, Richland County Council approved an increase in the Utilities’ fees for water effective July 1, 2024 (FY 2025). New fees, as approved, are as follows:

1st 1,000 gallons	\$23.00
Minimum base charge standard Meter	
Next 8,000 gallons	\$5.14/1000 gallons
Next 11,000 gallons	\$4.81/1000 gallons
Next 10,000 gallons	\$4.53/1000 gallons
Next 30,000 gallons	\$4.26/1000 gallons
Next 60,000 gallons	\$3.87/1000 gallons

SECTION 19. During its June 18, 2024 meeting, Richland County Council approved an increase in the Utilities’ fees for sewer effective July 1, 2024 (FY 2025). New fees, as approved, are as follows:

Sewer Rates:
FY2025: \$74.91

SECTION 20. Conflicting Ordinances Repealed. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 21. 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 22. Effective Date. This Ordinance shall become effective July 1, 2024.

Richland County Council

By: _____

First Reading: FY 2025 – May 7, 2024
Public Hearing: FY 2025 –May 23, 2024
Second Reading: FY 2025 – June 4, 2024
Third Reading: FY 2025 – June 18, 2024

Color Key	
Millage Agencies	Requesting Mill Cap Budget or More than No Mill Budget
Millage Agencies	Requesting No Mill Budget
Millage Agencies	Requesting decrease to mill budget
Motions	Motions by Councilmembers
Motions	Important Motions - Dependent of Council Actions
Motions	Changes from second reading

THIRD READING BUDGET MOTIONS LIST FY 2024-25											
Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY25 Second Reading Amt.	FY25 Second Reading Action	FY25 Third Reading Amount	FY25 Third Reading Action
1: MILLAGE AGENCIES											
1	Administration	76	Millage Agency	Recreation Commission	Approve the agency's budget request for FY2025. 2 mill increase to operating millage.	Yes	Requesting mill cap of .6 mills plus 1.4 mills lookback. Offset by decreasing debt service millage by 2 mills for 1 year.	\$ 19,743,400	Passed	\$ 19,743,400	
2	Administration	76	Millage Agency	Columbia Area Mental Health	Approve the agency's budget request for FY2025 No Mill Budget	Yes	Requesting No Mill Budget	\$ 3,017,923	Passed	\$ 3,017,923	
3	Administration	76	Millage Agency	Public Library	Approve the agency's budget request for FY2025 No Mill Budget	Yes	Requesting No Mill Budget	\$ 34,505,365	Passed	\$ 34,505,365	
4	Mackey/Newton	76	Millage Agency	Riverbanks Zoo and Gardens	Approve the agency's funding request for \$3,019,600 as follows: operating millage for FY2025 set to fund \$1,517,888 in revenue, additional funding of \$1,501,712 to be funded by hospitality tax revenue.	Yes	Total agency request = \$3,019,600. approx .7 mills will provide \$1,517,888 in revenue, the additional \$1,501,712 to be funded by hospitality tax. See item 32 below.	\$ 1,517,888	Passed	\$ 1,517,888	
5	Livingston	76	Millage Agency	Riverbanks Zoo and Gardens	Approve the agency's budget request for FY2025 No Mill Budget	Yes	Total millage agency request = \$3,019,600. No funding from hospitality tax.	\$ 3,019,600	Failed	\$ 3,019,600	
6	Administration	76	Millage Agency	Midlands Tech. College (Operating)	Approve the agency's budget request for FY2025 No Mill Budget	Yes	Requesting No Mill Budget	\$ 8,321,255	Passed	\$ 8,321,255	
7	Administration	76	Millage Agency	Midlands Tech Capital/Debt Service	Approve the agency's budget request for FY2025 No Mill Budget	Yes	Requesting No Mill Budget	\$ 4,427,677	Passed	\$ 4,427,677	
8	English	76	Millage Agency	School District One	Approve the agency for FY2025 No Mill Budget.	Yes	Originally requested (\$276,952,216) FY2025. No mill budget = \$270,928,511, Mill cap budget = \$278,846,511	\$ 270,928,511	Passed	\$ 270,928,511	
9	Administration	76	Millage Agency	School District Two	Approve the agency's budget request for FY2025 No Mill Budget	Yes	Requesting No Mill Budget	\$ 193,918,258	Passed	\$ 193,918,258	
2: GRANTS											
10	Administration	24	Special Revenue	Accommodations Tax	Approve A-Tax revenue projections	No		\$ 640,000	Passed	\$ 640,000	
11	Administration	24	Special Revenue	Accommodations Tax	Approve A-Tax use of fund balance	No		\$ 135,000	Passed	\$ 135,000	
12	Administration	24	Special Revenue	Accommodations Tax	Approve A-Tax transfer out	No		\$ 25,000	Passed	\$ 25,000	
13	Administration	24-25	Special Revenue	Accommodations Tax	Approve A-Tax committee recommendations	No		\$ 750,000	Passed	\$ 750,000	
14	Administration	25	Special Revenue	Hospitality Tax	Approve H-Tax revenue projections	No		\$ 10,442,422	Passed	\$ 10,442,422	
15	Administration	26	Special Revenue	Hospitality Tax	Approve H-Tax use of fund balance	No	Amount will be adjusted according to motions below. Increased from 2nd reading due to items 30-32 below	\$ 2,019,470	Passed	\$ 3,555,182	
16	Administration	26	Special Revenue	Hospitality Tax	Approve H-Tax transfer out	No		\$ 4,985,350	Passed	\$ 4,985,350	
17	Administration	28-30	Special Revenue	Hospitality Tax	Approve H-Tax committee recommendations	No		\$ 600,000	Passed	\$ 600,000	
18	Administration	26-27	Special Revenue	Hospitality Tax	Approve H-Tax Council discretionary	Yes	\$82,425 for each Council District	\$ 906,675	Passed	\$ 906,675	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY25 Second Reading Amt.	FY25 Second Reading Action	FY25 Third Reading Amount	FY25 Third Reading Action
19	Mackey	27	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for Columbia Museum of Art at the requested amount	Yes	Requested \$1,450,000. Committee awarded \$11,800. Last year awarded \$850,000	\$ 1,438,200	Passed	\$ 1,438,200	
20	Administration	27	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for Historic Columbia Foundation at the requested amount	Yes	Requested \$675,000. Committee awarded \$8,333. Last year awarded \$622,500	\$ 666,667	Passed	\$ 666,667	
21	Mackey	27	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for EdVenture at the requested amount	Yes	Requested \$1,450,000. Committee awarded \$20,000. Last year awarded \$575,000	\$ 1,430,000	Passed	\$ 1,430,000	
22	Administration	27	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for Township Auditorium Foundation at the requested amount	Yes	Requested \$415,000. Committee awarded \$6,250. Last year awarded \$415,000	\$ 408,750	Passed	\$ 408,750	
23	Administration	27	Special Revenue	Hospitality Tax (Special Promotions)	Approve funding for Capital City Lake Murray Country	Yes	Requested \$200,000. Committee awarded \$40,000. Last year awarded \$150,000	\$ 160,000	Passed	\$ 160,000	
24	Administration	27	Special Revenue	Hospitality Tax (Special Promotions)	Approve funding for Columbia Metro Convention & Visitors Bureau	Yes	Requested \$500,000. Committee awarded \$28,750. Last year awarded \$275,000	\$ 471,250	Passed	\$ 471,250	
25	Administration	27	Special Revenue	Hospitality Tax (Special Promotions)	Approve funding for Columbia International Festival	Yes	Requested \$300,000. Committee awarded \$25,000. Last year awarded \$235,000	\$ 275,000	Passed	\$ 275,000	
26	Terracio	27	Special Revenue	Hospitality Tax (Tier 3)	Approve funding for South East Rural Community Outreach (SERCO)	Yes	Requested \$120,000. Committee awarded \$0. Last year awarded \$90,000	\$ 90,000	Passed	\$ 90,000	
27	Administration	27	Special Revenue	Hospitality Tax (Tier 3)	Approve carry over any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY 2025 budget	Yes		\$ 250,000	Passed	\$ 250,000	
28	Administration	27	Special Revenue	Hospitality Tax (Tier 3)	Approve carry over any unexpended funds from the Historical Corridor to FY 2025 budget	Yes		\$ 228,105	Passed	\$ 228,105	
29	Administration	26	Special Revenue	Hospitality Tax	Approve funding of \$1,000,000 to complete the Township Auditorium parking lot project.	No	\$1,800,000 funded through assigned capital fund balance, need an additional \$1,000,000 to complete the project	\$ 1,000,000	Passed	\$ 1,000,000	
30	English, Livingston	29	Special Revenue	Hospitality Tax	Approve \$20,000 in funding to the Lower Richland Sweet Potato Festival for their annual festival in FY 2025	Yes	Committee awarded \$20,000. Increases use of fund balance by \$20,000	\$ 20,000	Passed	\$ 20,000	
31	English, Livingston	29	Special Revenue	Hospitality Tax	Approve \$44,000 in funding to Latino Communications CDC in FY 2025	Yes	Committee awarded \$6,000. Funding at \$50,000 would increase the use of fund balance by \$44,000	\$ 44,000	Passed	\$ 44,000	
32	Mackey/Newton	N/A	Special Revenue	Hospitality Tax	Approve funding the Riverbanks Zoo at \$1,501,712 from hospitality tax fund balance.	Yes	Zoo request = \$3,019,600. The remaining \$1,518,888 would come from .7 mills above. Passed in 2nd reading under millage motion.	\$ 1,501,712	Passed	\$ 1,501,712	
33	Terracio	26-30	Special Revenue	Hospitality Tax	Approve carrying over any unexpended hospitality funds from each Councilmember District to FY 2025 budget	Yes		N/A	Passed	N/A	
34	Mackey	26-30	Special Revenue	Hospitality Tax	Approve carrying over up to \$300,000 of unexpended hospitality funds from each Councilmember District to FY 2025 budget	Yes	Will override #33 above	N/A	Passed	N/A	
35	Administration	35-39	Special Revenue	Neighborhood Redevelopment	Approve neighborhood improvement grant recommendations	No		\$ 92,250	Passed	\$ 92,250	
36	Administration	40-41	Special Revenue	Conservation Commission	Approve Conservation Commission grant recommendations	No		\$ 250,000	Passed	\$ 250,000	
37	Administration	42-50	Special Revenue (Grant Revenue)	Various Grant Funded Depts.	Approve department requests that are applying for external grants in FY 2025, required matching of County funds, and grant funded positions	No	Departments requesting approval of applying various grants. Potential total external incoming revenue of \$120,462,281 and associated matching of County funds: • \$1,376,474 in General Funds • \$11,856,490 in Other Funds (Excludes ARPA funding, since previously approved)	\$ 133,695,245	Passed	\$ 133,695,245	

3: GENERAL FUND

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY25 Second Reading Amt.	FY25 Second Reading Action	FY25 Third Reading Amount	FY25 Third Reading Action
38	Administration	7,8	General Fund (Revenue)	County-wide Departments	Approve Projected Operating General Fund Revenue as presented in the FY 2025 Recommended Budget Book, including sufficient operating millage to achieve \$131,340,500 in property tax collections.	No		\$ 216,959,183	Passed	\$ 216,959,183	
39	Administration	7,8	General Fund (Revenue)	County-wide Departments	Approve General Fund Transfers In from H-Tax and A-Tax Funds as presented in the FY 2025 Recommended Budget Book	No		\$ 3,525,000	Passed	\$ 3,525,000	
40	Administration	4	General Fund (Revenue)	Administration	Approve allocation of indirect cost to special revenue and enterprise fund departments as presented at the May 9, 2024 work session.	No		\$ 4,761,209	Passed	\$ 4,761,209	
41	Administration	4	General Fund (Revenue)	Planning	Approve refining and redesigning the Land Development Fee schedule as presented by the Richland County's Planning Department	No	The new land development fee schedule was presented by Ms. Fuller during Budget Work Session on May 14, 2024	N/A	Passed	N/A	
42	Administration	7,8	General Fund (Revenue)	County-wide Departments	Approve Projected Use of General Fund Assigned Fund Balance to support Capital project expenditure as presented in the FY 2025 Recommended Budget Book	No	This amount will be updated based on Council's actions on the following motions	\$ 6,225,000	Passed	\$ 6,225,000	
43	Administration	4,6	General Fund (Expenditure)	County-wide Departments	Approve continued funding for step increase according to the compensation study implemented in FY2024.	No		\$ 2,184,948	Passed	\$ 2,184,948	
44	Administration	6,21	General Fund (Expenditure)	County-wide Departments	Approve all general fund new positions as presented at the May 14, 2024 work session starting January 1, 2025.	No		\$ 283,801	Passed	\$ 283,801	
45	Mackey	21	General Fund (Expenditure)	Solicitor & Council Services	Approve the Solicitor's request for a new public information coordinator starting January 1, 2025 in lieu of the public policy new position in Council Services	No	Position grades are very similar. No budgetary impact if starting January 1, 2025	\$ -	Passed	\$ -	
46	Administration	6	General Fund (Expenditure)	County-wide Departments	Approve General Fund Overall Personnel, Operating and Capital Expenditures as presented in the FY 2025 Recommended Budget Book	No		\$ 213,881,834	Passed	\$ 213,881,834	
47	Administration	6	General Fund (Expenditure)	Transfer Out	Approve General Fund Operating Transfers Out as presented in the FY 2025 Recommended Budget Book	No		\$ 15,119,809	Passed	\$ 15,119,809	
48	Administration	14	General Fund (Expenditure)	Lump Sum Agencies	Approve funding the Central Midlands COG for FY 2025	No		\$ 219,380	Passed	\$ 219,380	
49	Administration	14	General Fund (Expenditure)	Lump Sum Agencies	Approve funding the LRADAC for FY 2025	No		\$ 1,350,000	Passed	\$ 1,350,000	
50	Mackey	31	General Fund	Community Impact Grants	Approve community impact grant community partners request	Yes	Requested \$1,201,546, committee recommended \$988,200	\$ 988,200	Passed	\$ 988,200	
51	Mackey	31-34	General Fund	Community Impact Grants	Approve community impact grant committee competitive recommendations	Yes	Committee awarded \$658,800	\$ 658,800	Passed	\$ 658,800	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY25 Second Reading Amt.	FY25 Second Reading Action	FY25 Third Reading Amount	FY25 Third Reading Action
52	Livingston	31	General Fund	Community Impact Grants	Approve funding for Senior Resources at the requested amount. Decrease transfer out amount by \$163,346 to offset the increase to Senior Resources.	Yes	Requested \$548,046. Committee recommended \$384,700. Requires use of fund balance or decreasing funding levels of other CIG organizations. Decreasing transfers out is not an option since transfers fund other funds.	\$ 163,346	Failed	\$ 163,346	
53	Livingston	34	General Fund	Lump Sum Agencies	Approve funding for the Main Street District at the requested amount	Yes	Requested \$50,000. Funded at \$47,500 last year	\$ 50,000	Passed	\$ 50,000	
54	Administration	7,8	General Fund (Revenue)	County-wide Departments	Adjust and approve Projected Use of General Fund Balance to support overall General Fund expenditure as necessary	Yes		TBD	Passed	TBD	
55	Administration	N/A	General Fund (Fund Balance Assignment)	Non-Departmental	Approve assigning \$4,000,000 of unexpended FY24 funding for affordable housing in FY25.	No		\$ 4,000,000	Passed	\$ 4,000,000	
4: SPECIAL REVENUE FUNDS											
56	Administration	51-66	Special Revenue	Economic Development	Approve revenue and expenditure budget of Economic Development	No		\$ 8,957,203	Passed	\$ 8,957,203	
57	Administration	51-66	Special Revenue	Emergency Telephone System	Approve revenue and expenditure budget of Emergency Telephone System	No		\$ 7,783,549	Passed	\$ 7,783,549	
58	Administration	51-66	Special Revenue	Fire Services	Approve revenue and expenditure budget of Fire Services	No		\$ 36,851,850	Passed	\$ 36,851,850	
59	Administration	51-66	Special Revenue	Hospitality Tax	Approve revenue and expenditure budget of Hospitality Tax	No	Increased due to zoo funding and other uses of fund balance as shown above.	\$ 12,495,892	Passed	\$ 13,997,604	
60	Administration	51-66	Special Revenue	Accommodations Tax	Approve revenue and expenditure budget of Accommodations Tax	No		\$ 775,000	Passed	\$ 775,000	
61	Administration	51-66	Special Revenue	Transportation Tax	Approve revenue and expenditure budget of Transportation Tax	No		\$ 96,682,144	Passed	\$ 96,682,144	
62	Administration	51-66	Special Revenue	Mass Transit	Approve revenue and expenditure budget of Mass Transit	No		\$ 27,198,375	Passed	\$ 27,198,375	
63	Administration	51-66	Special Revenue	Neighborhood Redevelopment	Approve revenue and expenditure budget of Neighborhood Redevelopment	No		\$ 994,000	Passed	\$ 994,000	
64	Administration	51-66	Special Revenue	Public Defender	Approve revenue and expenditure budget of Public Defender	No		\$ 6,646,727	Passed	\$ 6,646,727	
65	Administration	51-66	Special Revenue	Title IVD - Sheriff's Fund	Approve revenue and expenditure budget of Title IVD - Sheriff's Fund	No		\$ 67,824	Passed	\$ 67,824	
66	Administration	51-66	Special Revenue	Title IV - Family Court	Approve revenue and expenditure budget of Title IV - Family Court	No		\$ 1,425,716	Passed	\$ 1,425,716	
67	Administration	51-66	Special Revenue	School Resource Officers	Approve revenue and expenditure budget of School Resource Officers	No		\$ 8,560,752	Passed	\$ 8,560,752	
68	Administration	51-66	Special Revenue	Victim's Assistance	Approve revenue and expenditure budget of Victim's Assistance	No		\$ 1,407,504	Passed	\$ 1,407,504	
69	Administration	51-66	Special Revenue	Tourism Development	Approve revenue and expenditure budget of Tourism Development	No		\$ 1,332,000	Passed	\$ 1,332,000	
70	Mackey	56	Special Revenue	Tourism Development	Approve funding the Columbia Metropolitan Convention Center at FY2024 level.	No		\$ 637,359	Passed	\$ 637,359	
71	Administration	51-66	Special Revenue	Temporary Alcohol Permits	Approve revenue and expenditure budget of Temporary Alcohol Permits	No	Increased by \$15,000 from second reading due to item #76	\$ 126,947	Passed	\$ 126,947	
72	Administration	51-66	Special Revenue	Stormwater Management	Approve revenue and expenditure budget of Stormwater Management	No		\$ 4,277,541	Passed	\$ 4,277,541	
73	Administration	51-66	Special Revenue	Conservation Commission	Approve revenue and expenditure budget of Conservation Commission	No		\$ 2,608,552	Passed	\$ 2,608,552	
74	Administration	51-66	Special Revenue	Road Maintenance	Approve revenue and expenditure budget of Road Maintenance	No		\$ 12,042,077	Passed	\$ 12,042,077	
75	Administration	51-66	Special Revenue	Child Fatality Review	Approve revenue and expenditure budget of Child Fatality Review	No		\$ 35,000	Passed	\$ 35,000	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY25 Second Reading Amt.	FY25 Second Reading Action	FY25 Third Reading Amount	FY25 Third Reading Action
76	Livingston	34,57	Special Revenue	Temporary Alcohol Permits	Approve funding for River Alliance for FY 2025	Yes	This expenditure is budgeted in the Temporary Alcohol Permits Fund. Last year funding was \$55,000. Increase to \$70,000 would require a \$15,000 use of fund balance	\$ 70,000	Passed	\$ 70,000	
77	Administration	22	Other Funds - Expenditure (Special Revenue and Enterprise)	County-wide Departments	Approve Other Fund New Positions as presented in the FY 2025 Recommended Budget Book except the Administrative Coordinator for the airport	No	Due to the FBO extension at the airport, the Admin Coordinator is no longer necessary. This is a change from second reading	\$ 339,439	Passed	\$ 286,041	
5: DEBT SERVICE											
78	Administration	74	Debt Service	General Obligation Debt Service	Appropriate funding to fund debt service	No		\$ 18,721,888	Passed	\$ 18,721,888	
79	Administration	74	Debt Service	Fire Bonds Debt Service	Appropriate funding to fund debt service	No		\$ 555,000	Passed	\$ 555,000	
80	Administration	74	Debt Service	Hospitality Refund 2013A B/S (Special Assessment)	Appropriate funding to fund debt service	No		\$ 1,486,963	Passed	\$ 1,486,963	
81	Administration	74	Debt Service	RC IP Bonds 2019	Appropriate funding to fund debt service	No		\$ 1,605,577	Passed	\$ 1,605,577	
82	Administration	74	Debt Service	School District I Debt Service	Appropriate funding to fund debt service	No	\$24,000,000 in bonds issued June 11, 2024. Principal and interest added to debt service.	\$ 44,442,462	Passed	\$ 69,127,795	
83	Administration	74	Debt Service	School District II Debt Service	Appropriate funding to fund debt service	No		\$ 64,845,932	Passed	\$ 64,845,932	
84	Administration	74	Debt Service	Recreation Commission	Appropriate funding to fund debt service	No		\$ 458,016	Passed	\$ 458,016	
85	Administration	74	Debt Service	Riverbanks Zoo & Garden	Appropriate funding to fund debt service	No		\$ 2,670,190	Passed	\$ 2,670,190	
86	Administration	74	Debt Service	East Richland Public Service Dist. (Sewer)	Appropriate funding to fund debt service	No		\$ 1,438,560	Passed	\$ 1,438,560	
87	Administration	74	Debt Service	Transportation Bonds	Appropriate funding to fund debt service	No		\$ 14,434,250	Passed	\$ 14,434,250	
6: CAPITAL IMPROVEMENT PLAN											
88	Administration	77-83	Capital Projects	County-wide Departments	Approve multi-year comprehensive capital improvement plan as presented in the FY 2025 Recommended Budget Book (FY 2025 - FY 2029)	No		\$ 256,035,036	Passed	\$ 256,035,036	
7: ENTERPRISE											
89	Administration	68	Enterprise (Revenue)	Solid Waste Enterprise Fund	Approve 4.75% increase in the Landfill's rate schedule for the FY 2025 as presented by the Department in the Council Budget Work Session on May 9, 2024.	No		\$ 1,254,490	Passed	\$ 1,254,490	
90	Administration	68	Enterprise (Revenue)	Solid Waste Enterprise Fund	Approve Mill Cap budget for Landfill	No		\$ 7,957,000	Passed	\$ 7,957,000	
91	Administration	68	Enterprise (Revenue)	Solid Waste Enterprise Fund	Approve 4.75% increase in the Curbside Collection's rate schedule for the FY 2025 as presented by the Department in the Council Budget Work Session on May 9, 2024.	No		\$ 36,401,191	Passed	\$ 36,401,191	
92	Administration	70-71	Enterprise (Expenditure)	Solid Waste Enterprise Fund	Approve funding for Solid Waste's total budget	No		\$ 45,612,681	Passed	\$ 45,612,681	
93	Administration	34,70-71	Enterprise (Expenditure)	Solid Waste Enterprise Fund	Approve funding for Keep Midlands Beautiful	Yes		\$ 42,900	Passed	\$ 42,900	
94	Administration	68	Enterprise (Revenue)	Richland County Utilities	Approve proposed 10% volumetric water rate increases and fee schedule presented by the Richland County Utilities in the Council Budget Work Session on May 9, 2024	No		\$ 264,138	Passed	\$ 264,138	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY25 Second Reading Amt.	FY25 Second Reading Action	FY25 Third Reading Amount	FY25 Third Reading Action
95	Administration	68	Enterprise (Revenue)	Richland County Utilities	Approve proposed 4% sewer rate increases and fee schedule presented by the Richland County Utilities in the Council Budget Work Session on May 9, 2024	No		\$ 14,751,760	Passed	\$ 14,751,760	
96	Administration	68	Enterprise (Revenue)	Richland County Utilities	Approve use of fund balance of \$10,000,000 for paygo capital projects as presented by the Richland County Utilities in the Council Budget Work Session on May 9, 2024.	Yes		\$ 10,000,000	Passed	\$ 10,000,000	
97	Administration	70-71	Enterprise (Expenditure)	Richland County Utilities	Approve funding for Richland County Utilities total budget	No		\$ 25,015,898	Passed	\$ 25,015,898	
98	Administration	68	Enterprise (Revenue)	Hamilton-Owens Airport Operating	Approve funding for Richland County Airport budget	No	Decreased from \$474,078 from 2nd reading due to FBO contract extension	\$ 474,078	Passed	\$ 268,000	
99	Administration	68	Enterprise (Revenue)	Hamilton-Owens Airport Operating	Approve use of fund balance of \$191,361 as presented by the Hamilton-Owens Airport in the Council Budget Work Session on May 9, 2024.	No	Increased to \$365,330 due to FBO contract extension.	\$ 191,361	Passed	\$ 365,330	
100	Administration	70-71	Enterprise (Expenditure)	Hamilton-Owens Airport Operating	Approve funding for the Hamilton-Owens Airport total budget	No	Decreased to \$633,330 due to FBO contract extension.	\$ 665,439	Passed	\$ 633,330	

Color Key	
Millage Agencies	Requesting Mill Cap Budget or More than No Mill
Millage Agencies	Requesting No Mill Budget
Millage Agencies	Requesting decrease to mill budget
Motions	Motions by Councilmembers
Motions	Important Motions - Dependent of Council Actions
Motions	Changes from second reading



**FY 2025 RECOMMENDED BUDGET BOOK
RICHLAND COUNTY, SC**

FY 2025 RECOMMENDED BUDGET BOOK

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SECTION I

STRATEGIC BUDGET INITIATIVES

FY 2025

Compensation
Study

Land Development
Fee Schedule

Administrative
Indirect Cost
Allocation

Insurance
Adjustments

STRATEGIC BUDGET INITIATIVES

Compensation Study

- A comprehensive study of all county positions, incorporating a multi-year wage adjustment plan to increase salaries to the minimum or competitive wages with neighboring counties and municipalities.
- FY 2025 General Fund Expenditure Impact: \$2,184,948

Refine and Redesign Land Development Fee Schedule

- Refine the current Land Development Fee Schedule to align Richland County with neighboring counties relative in size and demographics.
- Identify opportunities for alignment with neighboring Counties.

Administrative Indirect Cost Allocation

- Richland County Administration conducted a full assessment of the annual General Fund costs incurred by multiple county departments conducting routine services for Special Revenue and Enterprise Funds and will allocate these expenditures proportionately back to the generating source.
- FY 2025 General Fund Revenue Impact: \$4,761,209

Insurance Adjustments Impact

- State health insurance employer premium increase 11.8%
- Self-Funded Losses Budget increase - \$1,000,000
- Worker's Compensation premium and claims increase - \$612,302
- FY 2025 General Fund Expenditure Impact: \$2,712,302



SECTION II

GENERAL FUND - OVERVIEW

FY 2025

General Fund
Expenditures

General Fund
Revenue

General Fund
Revenue Review

GENERAL FUND OVERVIEW – EXPENDITURE

EXPENDITURES	FY 2023 BUDEGTED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED	FY 2024-FY 2025 DIFFERENCE
<u>General Fund Operating</u>						
Personnel	135,325,914	130,972,030	151,857,685	149,480,315	149,197,546	-2%
Operating	56,220,275	50,184,305	56,519,597	56,386,843	57,063,898	1%
	191,546,189	181,156,335	208,377,282	205,867,158	206,261,444	-1%
<u>General Fund Operating Capital</u>						
Capital Expenditures	1,621,883	11,092,436	1,152,863	7,726,507	7,620,389	561%
Cap. Exp. Due to New Positions	-	-	-	-	-	
	193,168,072	192,248,771	209,530,145	213,593,665	213,881,833	2%
Transfers Out	10,413,008	8,335,384	9,465,912	15,119,809	15,119,809	60%
Recommended New FTE Positions	-	-	463,124		283,801	
<u>Strategic Budget Initiatives</u>						
Cost of Living Adjustment	-	-	4,405,808	-	-	
Implementation of Compensation Study	-	-	5,594,192	2,184,948	2,184,948	
Total General Fund Uses	203,581,080	200,584,155	218,996,057	230,898,422	231,470,392	6%

GENERAL FUND OVERVIEW – REVENUE

REVENUE	FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2023 VARIANCE	FY 2024 BUDGETED	FY 2023 Vs. FY 2024 % DIFFERENCE	FY 2025 PROJECTED	FY 2024 Vs. FY 2025 % DIFFERENCE
General Fund Revenue	190,040,699	198,676,072	5%	202,132,831	6%	216,959,183	7%
General Fund Transfers In	3,025,000	3,025,000	0%	3,025,000	0%	8,286,209	174%
Use of ARPA Funds	-	-	0%	7,900,000	-	-	-100%
Use of Fund Balance *	10,495,381	-	-100%	5,938,226	-43%	6,225,000	5%
Sale of Capital Assets	20,000	-	-100%	-	-100%	-	-
Total General Fund Sources	203,581,080	201,701,072	-1%	218,996,057	8%	231,470,392	6%

*FY2025 Use of Assigned General Fund Capital Fund Balance

GENERAL FUND REVENUE REVIEW

REVENUE GROUP	FY 2023 BUDGETED	FY 2024 BUDGETED	FY 2025 PROJECTED (NO MILL BUDGET)	% DIFFERENCE (FY 2024 Vs. FY 2025)
Property and Other Taxes	125,563,364	133,493,565	138,962,844	4%
Licenses and Permits	13,157,265	13,807,492	15,891,407	15%
Fees-In-Lieu-Of Taxes	3,290,125	3,516,821	4,021,845	14%
Intergovernmental	17,999,514	18,729,297	21,096,113	13%
Charges for Services	22,418,750	22,940,198	23,084,080	1%
Fees and Fines	741,700	778,785	891,846	15%
Interest	700,500	2,500,785	7,891,699	216%
Other Revenue	6,169,481	6,344,688	5,098,149	-21%
Operating Revenue Subtotal	<u>190,040,699</u>	<u>202,111,631</u>	<u>216,937,983</u>	<u>7%</u>
Transfers in from H-Tax and A-Tax	3,025,000	3,025,000	3,525,000	17%
Transfer in from Cost Allocation			4,761,209	0%
Use of ARPA Funds	-	7,900,000	-	-100%
Use of Fund Balance	10,495,381	5,938,226	6,225,000	5%
Sale of Capital Assets	20,000	21,200	21,200	0%
Total Financing Sources	<u>13,540,381</u>	<u>16,884,426</u>	<u>14,532,409</u>	<u>-14%</u>
Total General Fund Revenue	<u>203,581,080</u>	<u>218,996,057</u>	<u>231,470,392</u>	<u>6%</u>
Total Tax Revenue	<u>128,853,489</u>	<u>137,010,386</u>	<u>142,984,689</u>	<u>4%</u>
Non-Tax Revenue	<u>74,727,591</u>	<u>81,985,671</u>	<u>88,485,703</u>	<u>8%</u>



Details by
Department

General Fund
Summary

SECTION III

GENERAL FUND – DEPARTMENT DETAILS

FY 2025

GENERAL FUND – DETAILS BY DEPARTMENT

EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Council Services						
	Personnel	568,935	562,224	640,584	777,062	777,062
	Operating	297,639	214,520	301,849	334,124	334,124
	Total	866,574	776,744	942,433	1,111,186	1,111,186
Delegation						
	Personnel	446,805	337,762	451,986	551,322	551,322
	Operating	11,469	8,225	14,469	14,469	14,469
	Capital	18,000	17,995	-	-	-
	Total	476,274	363,982	466,455	565,791	565,791
Master-In-Equity						
	Personnel	496,681	496,679	500,111	543,773	543,773
	Operating	22,772	6,839	39,770	39,770	39,770
	Total	519,453	503,518	539,881	583,543	583,543
Probate Judge						
	Personnel	1,441,598	1,353,268	1,465,213	1,640,301	1,640,301
	Operating	117,446	93,302	143,453	152,253	152,253
	Total	1,559,044	1,446,570	1,608,666	1,792,554	1,792,554
Admin Magistrate						
	Personnel	4,589,070	4,581,699	4,176,781	4,757,117	4,757,117
	Operating	454,193	369,067	474,705	503,205	478,205
	Total	5,043,263	4,950,766	4,651,486	5,260,322	5,235,322
Solicitor						
	Personnel	4,602,617	4,423,971	4,874,009	5,677,797	5,677,797
	Operating	822,943	546,325	679,573	679,573	677,473
	Capital	-	-	6,000	6,000	-
	Total	5,425,560	4,970,296	5,559,582	6,363,370	6,355,270
Clerk of Court						
	Personnel	3,860,660	3,811,348	3,999,969	3,312,555	3,312,555
	Operating	307,439	295,879	344,420	344,420	344,420
	Capital	52,216	4,617	2,314	2,314	2,314
	Total	4,220,315	4,111,844	4,346,703	3,659,289	3,659,289

EXPENDITURES	FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
County Admin					
Personnel	1,192,907	1,089,140	1,290,673	1,535,926	1,535,926
Operating	105,443	72,665	105,443	105,443	105,443
Capital	8,249	-	18,249	18,249	50,000
Total	1,306,599	1,161,805	1,414,365	1,659,618	1,691,369
Public Information					
Personnel	389,801	330,990	435,362	638,337	638,337
Operating	60,656	48,606	171,905	196,155	186,155
Total	450,457	379,596	607,267	834,492	824,492
County Risk Mgmt					
Personnel	3,934,117	4,416,046	3,937,825	4,689,970	4,689,970
Operating	2,642,999	1,324,086	2,773,014	3,218,917	4,226,917
Capital	747,072	22,430	-	-	-
Total	7,324,188	5,762,562	6,710,839	7,908,887	8,916,887
Ombudsman					
Personnel	559,113	559,113	634,301	734,548	734,548
Operating	11,541	11,249	13,514	13,514	13,514
Total	570,654	570,362	647,815	748,062	748,062
County Attorney					
Personnel	1,106,237	1,098,901	1,211,566	1,302,768	1,302,768
Operating	732,638	71,532	411,622	829,074	429,074
Capital	-	-	-	-	-
Total	1,838,875	1,170,433	1,623,188	2,131,842	1,731,842
Comm & Gov Svc					
Personnel	129,445	86,664	116,287	75,517	75,517
Operating	10,100	8,540	24,100	24,100	24,100
Total	139,545	95,204	140,387	99,617	99,617
Board of Elections					
Personnel	1,809,582	1,781,867	2,455,738	2,659,268	2,659,268
Operating	537,099	459,541	615,650	691,490	544,110
Total	2,346,681	2,241,408	3,071,388	3,350,758	3,203,378
Special Election					
Operating	-	-	50,000	50,000	50,000
Total	-	-	50,000	50,000	50,000

EXPENDITURES	FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Auditor					
Personnel	1,433,626	1,420,350	1,403,798	1,529,284	1,529,284
Operating	274,325	221,200	289,100	303,100	302,600
Total	1,707,951	1,641,550	1,692,898	1,832,384	1,831,884
Treasurer					
Personnel	1,158,259	1,117,068	1,301,151	1,469,282	1,469,282
Operating	182,674	153,831	185,275	200,081	199,981
Capital	80,451	43,275	15,000	-	-
Total	1,421,384	1,314,174	1,501,426	1,669,363	1,669,263
Business Service					
Personnel	307,983	301,320	393,258	448,788	448,788
Operating	37,189	28,957	41,734	41,734	42,734
Total	345,172	330,277	434,992	490,522	491,522
Assessment					
Personnel	-	431	5,749	5,749	5,749
Operating	-	-	1,268	1,268	1,268
Total	-	431	7,017	7,017	7,017
Assessor					
Personnel	1,825,713	1,815,725	2,119,780	2,429,353	2,429,353
Operating	227,769	155,947	259,196	259,196	259,196
Total	2,053,482	1,971,672	2,378,976	2,688,549	2,688,549
Budget					
Personnel	677,012	625,867	764,776	814,549	814,549
Operating	270,420	116,609	24,000	182,300	182,300
Total	947,432	742,476	788,776	996,849	996,849
Finance					
Personnel	1,305,547	1,251,669	1,643,184	1,784,569	1,784,569
Operating	275,625	252,583	233,625	237,034	237,034
Total	1,581,172	1,504,252	1,876,809	2,021,603	2,021,603
Procurement					
Personnel	446,824	411,411	506,438	669,222	669,222
Operating	73,602	66,610	72,290	95,553	90,117
Total	520,426	478,021	578,728	764,776	759,340

EXPENDITURES	FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
OSBO					
Personnel	319,250	281,903	325,751	396,602	396,602
Operating	100,212	92,378	90,912	100,854	99,354
Capital	-	-	3,800	3,800	-
Total	419,462	374,281	420,463	501,256	495,956
Grants Department					
Personnel	118,950	100,531	138,831	279,375	279,375
Operating	13,172	10,891	124,750	159,749	130,749
Total	132,122	111,422	263,581	439,124	410,124
Court Appointed					
Personnel	1,157,022	1,154,150	1,240,057	1,576,851	1,576,851
Operating	61,584	57,242	59,037	59,037	61,287
Total	1,218,606	1,211,392	1,299,094	1,635,888	1,638,138
Register of Deeds					
Personnel	495,872	481,919	653,294	750,718	750,718
Operating	401,284	346,583	600,129	601,352	601,305
Capital	38,000	37,252	-	-	-
Total	935,156	865,754	1,253,423	1,352,071	1,352,024
Human Resources					
Personnel	931,109	928,725	1,097,576	1,241,706	1,241,706
Operating	332,701	264,711	215,200	215,200	372,200
Total	1,263,810	1,193,436	1,312,776	1,456,906	1,613,906
Central Services					
Personnel	212,217	212,201	224,813	269,065	269,065
Operating	730,761	681,430	675,341	859,188	861,188
Total	942,978	893,631	900,154	1,128,253	1,130,253
Court					
Personnel	1,860,606	1,757,166	1,814,514	2,239,600	2,239,600
Operating	56,361	52,165	67,222	86,520	78,520
Total	1,916,967	1,809,331	1,881,736	2,326,120	2,318,120
Info Technology					
Personnel	4,125,293	4,125,293	4,517,344	4,963,737	4,963,737
Operating	2,321,921	2,296,232	2,346,550	2,791,550	2,588,550
Capital	-	10,332,764	750,000	996,069	750,000
Total	6,447,214	16,754,289	7,613,894	8,751,356	8,302,287

EXPENDITURES	FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
GIS					
Personnel	28,660	1,892	31,262	31,262	31,262
Operating	133,066	101,332	139,986	139,986	139,986
Total	161,726	103,224	171,248	171,248	171,248
Comm Develop					
Operating	217,008	-	-	-	-
Total	217,008	-	-	-	-
Non-Departmental					
Personnel	2,238,746	1,027,606	13,409,124	3,630,948	3,630,948
Operating	3,521,088	2,015,392	8,030,421	4,792,751	4,792,751
Capital	63,342	58,650	-	-	-
Total	5,823,176	3,101,648	21,439,545	8,693,699	8,693,699
Health Insurance					
Personnel	17,187,768	15,690,427	14,331,662	14,797,662	14,797,662
Operating	1,422	1,422	-	-	-
Total	17,189,190	15,691,849	14,331,662	14,797,662	14,797,662
New Development					
Personnel	204,741	165,911	360,622	328,091	328,091
Total	204,741	165,911	360,622	328,091	328,091
Conservation					
Personnel	158,295	158,270	172,756	182,423	182,423
Total	158,295	158,270	172,756	182,423	182,423
Lump Sum					
Operating	1,710,145	2,585,301	2,180,000	2,180,000	3,266,380
Total	1,710,145	2,585,301	2,180,000	2,180,000	3,266,380
Sheriff					
Personnel	35,574,680	35,550,792	37,021,695	40,409,418	40,409,418
Operating	7,697,285	7,390,316	7,519,277	7,549,277	7,406,277
Capital	239,684	219,042	-	-	143,000
Total	43,511,649	43,160,150	44,540,972	47,958,695	47,958,695
Special Duty					
Personnel	1,873,674	1,858,195	1,511,680	1,529,253	1,529,253
Operating	388,419	285,901	-	-	-
Total	2,262,093	2,144,096	1,511,680	1,529,253	1,529,253

EXPENDITURES	FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Detention Center					
Personnel	12,663,084	12,659,700	16,966,960	14,800,700	14,800,700
Operating	19,702,194	18,629,537	15,532,286	15,550,643	15,772,208
Capital	176,730	165,796	257,500	260,075	260,075
Total	32,542,008	31,455,033	32,756,747	30,611,417	30,832,983
Emerg Services					
Personnel	740,483	625,975	647,714	797,019	798,051
Operating	276,587	173,392	231,392	264,630	263,630
Total	1,017,070	799,367	879,106	1,061,649	1,061,681
Emerg Medical					
Personnel	13,876,788	13,692,158	12,861,288	14,489,368	14,489,368
Operating	2,765,741	2,156,080	2,749,049	3,681,184	2,733,549
Capital	99,516	99,516	-	-	-
Total	16,742,045	15,947,754	15,610,337	18,170,552	17,222,917
Planning					
Personnel	1,097,366	838,769	1,262,688	1,369,681	1,369,681
Operating	155,615	86,454	156,190	158,340	158,340
Total	1,252,981	925,223	1,418,878	1,528,021	1,528,021
Bldg Inspections					
Personnel	1,334,223	1,226,634	1,479,685	1,644,721	1,644,721
Operating	341,796	240,341	281,120	361,120	359,620
Total	1,676,019	1,466,975	1,760,805	2,005,841	2,004,341
Coroner					
Personnel	2,406,389	2,332,377	2,289,417	2,546,005	2,546,005
Operating	2,100,029	2,047,199	2,203,998	2,203,998	2,196,183
Capital	-	-	-	25,000	-
Total	4,506,418	4,379,576	4,493,415	4,775,003	4,742,188
Animal Care					
Personnel	582,589	562,084	692,022	829,431	829,431
Operating	597,447	506,219	606,523	606,523	596,023
Total	1,180,036	1,068,303	1,298,545	1,435,954	1,425,454
Public Works					
Personnel	614,124	613,980	742,073	632,217	632,217
Operating	25,214	20,792	26,839	26,839	27,589
Total	639,338	634,772	768,912	659,056	659,806

EXPENDITURES	FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Support Services					
Personnel	201,459	159,495	257,658	259,350	259,350
Operating	12,577	8,423	12,810	12,810	12,310
Total	214,036	167,918	270,468	272,159	271,660
Engineering					
Personnel	168,117	79,049	276,555	194,344	194,344
Operating	62,292	47,707	63,760	63,760	62,010
Total	230,409	126,756	340,315	258,104	256,354
Facility & Grounds					
Personnel	1,915,637	1,902,093	2,272,680	2,419,249	2,419,249
Operating	3,656,340	3,446,844	3,354,938	4,088,577	4,163,614
Capital	-	-	100,000	190,000	190,000
Total	5,571,977	5,348,937	5,727,618	6,697,826	6,772,863
Facility Projects					
Personnel	117,953	93,359	88,262	171,147	171,147
Total	117,953	93,359	88,262	171,147	171,147
Health Department					
Operating	44,618	36,045	44,618	44,618	43,418
Total	44,618	36,045	44,618	44,618	43,418
Vector Control					
Personnel	240,021	229,004	283,519	277,810	277,810
Operating	85,261	79,440	72,227	72,227	77,263
Capital	42,623	42,200	-	-	-
Total	367,905	350,644	355,746	350,037	355,073
Medical Indigent					
Operating	789,782	709,381	813,475	682,124	682,124
Total	789,782	709,381	813,475	682,124	682,124
Taxes at Tax Sales					
Personnel	598,266	588,859	557,644	560,452	560,452
Operating	376,424	333,489	489,512	517,212	517,212
Capital	56,000	48,899	-	-	-
Total	1,030,690	971,247	1,047,156	1,077,664	1,077,664

EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Probate Adver.						
	Operating	65,948	65,948	-	-	65,000
	Total	65,948	65,948	-	-	65,000
Township						
	Operating	-	686,367	-	-	-
	Total	-	686,367	-	-	-
Township						
	Operating	-	202,929	-	-	-
	Total	-	202,929	-	-	-
Public Defender						
	Operating	-	309	-	-	-
	Total	-	309	-	-	-
Capital Projects						
	Capital	-	-	-	6,225,000	6,225,000
	Total	-	-	-	6,225,000	6,225,000
Department Total		193,168,072	192,248,771	208,968,087	215,778,613	216,350,583

GENERAL FUND – SUMMARY

EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUAL	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
1020	Council Services	866,574	776,744	942,433	1,111,186	1,111,186
1080	Delegation	476,274	363,982	466,455	565,791	565,791
1210	Master-In-Equity	519,453	503,518	539,881	583,543	583,543
1220	Probate Judge	1,559,044	1,446,570	1,608,666	1,792,554	1,792,554
1450	Administrative Magistrate	5,043,263	4,950,766	4,651,486	5,260,322	5,235,322
1550	Solicitor	5,425,560	4,970,296	5,559,582	6,363,370	6,355,270
1570	Clerk of Court	4,220,315	4,111,844	4,346,703	3,659,289	3,659,289
1610	County Administrator	1,306,599	1,161,805	1,414,365	1,659,618	1,691,369
1611	Public Information	450,457	379,596	607,267	834,492	824,492
1615	County Risk Management	7,324,188	5,762,562	6,710,839	7,908,887	8,916,887
1616	County Ombudsman	570,654	570,362	647,815	748,062	748,062
1635	County Attorney	1,838,875	1,170,433	1,623,188	2,131,842	1,731,842
1640	Community and Government	139,545	95,204	140,387	99,617	99,617
1680	Board of Elections & Voter Reg	2,346,681	2,241,408	3,071,388	3,350,758	3,203,378
1681	Special Election	-	-	50,000	50,000	50,000
1720	Auditor	1,707,951	1,641,550	1,692,898	1,832,384	1,831,884
1730	Treasurer	1,421,384	1,314,174	1,501,426	1,669,363	1,669,263
1740	Business Service Center	345,172	330,277	434,992	490,522	491,522
1750	Assessment Appeals	-	431	7,017	7,017	7,017
1755	Assessor	2,053,482	1,971,672	2,378,976	2,688,549	2,688,549
1808	Budget Department	947,432	742,476	788,776	996,849	996,849
1809	Finance Department	1,581,172	1,504,252	1,876,809	2,021,603	2,021,603
1811	Procurement Department	520,426	478,021	578,728	764,776	759,340
1813	OSBO	419,462	374,281	420,463	501,256	495,956
1812	Court Appointed Special	1,218,606	1,211,392	1,299,094	1,635,888	1,638,138
1820	Grants Department	132,122	111,422	263,581	439,124	410,124
1830	Register of Deeds	935,156	865,754	1,253,423	1,352,071	1,352,024
1840	Human Resources	1,263,810	1,193,436	1,312,776	1,456,906	1,613,906
1850	Central Services	942,978	893,631	900,154	1,128,253	1,130,253
1860	Court Administrator	1,916,967	1,809,331	1,881,736	2,326,120	2,318,120
1870	Information Technology	6,447,214	16,754,289	7,613,894	8,751,356	8,302,287
1871	Geographic Information	161,726	103,224	171,248	171,248	171,248
1880	Community Development	217,008	-	-	-	-
1890	Non-Departmental	5,823,176	3,101,648	21,439,545	8,423,699	8,423,699
1891	Health Insurance	17,189,190	15,691,849	14,331,662	14,797,662	14,797,662

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EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUAL	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
2010	Sheriff	43,511,649	43,160,150	44,540,972	47,958,695	47,958,695
2001	Special Duty	2,262,093	2,144,096	1,511,680	1,529,253	1,529,253
2100	Detention Center	32,542,008	31,455,033	32,756,747	30,611,417	30,832,983
2200	Emergency Services Department	1,017,070	799,367	879,106	1,061,649	1,061,681
2210	Emergency Medical Services	16,742,045	15,947,754	15,610,337	18,170,552	17,222,917
2300	Planning	1,252,981	925,223	1,418,878	1,528,021	1,528,021
2320	Building Inspections	1,676,019	1,466,975	1,760,805	2,005,841	2,004,341
2400	Coroner	4,506,418	4,379,576	4,493,415	4,775,003	4,742,188
3000	Public Works Administration	639,338	634,772	768,912	659,056	659,806
3001	Support Services	214,036	167,918	270,468	272,159	271,660
3005	Engineering Division	230,409	126,756	340,315	258,104	256,354
3061	New Development General	204,741	165,911	360,622	328,091	328,091
3062	Animal Care	1,180,036	1,068,303	1,298,545	1,435,954	1,425,454
3170	Fac&Gnd Maintenance Division	5,571,977	5,348,937	5,727,618	6,697,826	6,772,863
3172	Fac&Gnd-Facility Projects	117,953	93,359	88,262	171,147	171,147
4110	Health Department	44,618	36,045	44,618	44,618	43,418
4120	Vector Control	367,905	350,644	355,746	350,037	355,073
4500	Medical Indigent	789,782	709,381	813,475	682,124	682,124
4510	Conservation	158,295	158,270	172,756	182,423	182,423
9910	Lump Sum Agencies	1,710,145	2,585,301	2,180,000	2,180,000	3,266,380
1735	Taxes at Tax Sales	1,030,690	971,247	1,047,156	1,077,664	1,077,664
1154	Probate Court Advertising	65,948	65,948	-	-	65,000
9110	Township Operation	-	686,367	-	-	-
9111	Township Concessions	-	202,929	-	-	-
9004	Public Defender Reimbursable	-	309	-	-	-
1300	Capital Projects				6,225,000	6,225,000
	Total	193,168,072	192,248,771	208,968,087	215,778,613	216,350,583



SECTION IV

REQUESTED NEW POSITIONS

FY 2025

General Fund New
Positions

Other Funds
New Positions

REQUESTED NEW POSITIONS – GENERAL FUND

DEPARTMENT	POSITION TITLE	# OF POSITIONS REQUESTED	# OF POSITIONS RECOMMENDED	SALARY PER POSITION	TOTAL SALARY	SCRS	PORS	FICA	TOTAL
Clerk of Court	Information Specialist	1	1	20,147	20,147	3,739	-	1,541	25,428
Coroner's Office	Deputy Coroner	1	1	24,489	24,489	-	5,201	1,873	31,564
Council Services	Research Analyst 2	1	1	26,999	26,999	5,011	-	2,065	34,075
Council Services	Public Policy Ownership Records Specialist I	1	1	34,458	34,458	6,395	-	2,636	43,490
CP&D - Assessor	Supervisor of Residential Appraisal	1	0	38,375	-	-	-	-	-
CP&D - Assessor	Appraiser I	1	1	28,349	28,349	5,262	-	2,169	35,779
CP&D - Assessor	Appraiser I	1	0	42,309	-	-	-	-	-
EMS	EMT	6	0	40,294	-	-	-	-	-
EMS	EMT	6	0	40,294	-	-	-	-	-
ESD	Emergency Planner	1	1	26,999	26,999	5,011	-	2,065	34,075
Grants Department	Grant Coordinator	1	1	23,323	23,323	4,329	-	1,784	29,435
Grants Department	Admin Assistant	1	0	34,808	-	-	-	-	-
Legal	Intern	1	0	33,150	-	-	-	-	-
Sheriff	Civilian Accreditation Manager*	1	1	39,581	39,581	7,346	-	3,028	49,955
Solicitor's Office	Public Information Coordinator	1	0	56,698	-	-	-	-	-
TOTAL		25	8	510,272	224,344	37,093	5,201	17,162	283,801

All recommended positions are funded starting January 1, 2025

*Position funded by federal grant until October 2024.

REQUESTED NEW POSITIONS – OTHER FUNDS

DEPARTMENT	POSITION TITLE	# OF POSITIONS REQUESTED	# OF POSITIONS RECOMMENDED	SALARY PER POSITION	TOTAL SALARY	SCRS	PORS	FICA	TOTAL
Dept of Public Works	Airport Administrative Coordinator	1	1	21,154	21,154	3,926	-	1,618	26,699
Dept of Public Works	Airport Facility Coordinator	1	0	33,150	-	-	-	-	-
Dept of Public Works	Airport General Manager*	1	1	91,888	91,888	17,054	-	7,029	115,972
Fire	Code Investigator 1	1	0	44,425	-	-	-	-	-
Road Maintenance	Construction Crew Leader	1	1	24,489	24,489	4,545	-	1,873	30,907
Road Maintenance	Equipment Operator II	2	2	20,147	40,294	7,479	-	3,082	50,855
Road Maintenance	Equipment Operator III	3	3	23,323	69,968	12,986	-	5,353	88,307
Utilities	Engineering Technician	1	1	21,154	21,154	3,926	-	1,618	26,699
TOTAL		11	9	279,730	268,948	49,917	-	20,574	339,439

All recommended positions are funded starting January 1, 2025.

*Position funded for the full fiscal year.



SECTION V

GRANTS

FY 2025

Accommodations
Tax

Hospitality Tax

Community Impact
Grant Request

Neighborhood
Improvement

Conservation
Grants

County External
Grant Requests,
Matches &
Personnel

ACCOMMODATIONS TAX – REVENUE

REVENUES	FY 2023 BUDGET	FY 2024 BUDGET	FY 2025 PROJECTION
Accommodations Tax	425,000	600,000	640,000
Use of Fund Balance	-	166,667	135,000
A Tax Revenue Total	425,000	766,667	775,000

ACCOMMODATIONS TAX – EXPENDITURES

EXPENDITURES	FY 2023 BUDGET	FY 2024 BUDGET	FY 2025 PROJECTION
Accommodations Tax Grants	400,000	741,667	750,000
Transfer to General Fund	25,000	25,000	25,000
A Tax Expenditure Total	425,000	766,667	775,000

ACCOMMODATIONS TAX COMMITTEE APPROPRIATIONS

ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
701 Center for Contemporary Art	18,333	30,000	12,000
Benedict College	31,667	100,000	53,000
Black Pages International	15,000	50,000	23,000
Capital City/Lake Murray Country Regional Tourism Board	50,000	150,000	50,000
Carolina's Caribbean Culture Festival	-	8,000	-

ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Columbia Classical Ballet	18,333	100,000	18,000
Columbia Film Society DBA The Nickelodeon Theater	11,667	20,000	10,000
Columbia International Festival	15,000	25,000	15,000
Columbia Metropolitan Convention & Visitors Bureau (dba Experience Columbia SC)	275,000	500,000	258,000
Columbia United FC dba South Carolina United FC	148,333	325,000	133,000
Five Points Association	5,000	50,000	14,000
Ly-Ben Dance Alliance	-	11,000	6,000
Midlands Authority for Conventions, Sports & Tourism	-	60,000	48,668
Miss South Carolina Scholarship Organization, Inc.	13,333	50,000	15,000
Richland County Recreation Foundation	5,000	10,000	6,666
Riverbanks Park District	30,000	-	-
South Carolina Ballet (fka Columbia City Ballet)	25,000	100,000	26,666
South Carolina Philharmonic, Inc.	35,000	100,000	30,000
South Carolina Pride Movement	13,333		
South Carolina State Museum Foundation	26,667	35,000	29,000
Sustainable Midlands	-	6,000	-
Town of Irmo	5,000		
Varna International Music Academy	-	50,000	2,000
Total	741,666	1,780,000	750,000

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HOSPITALITY TAX – REVENUE

REVENUES	FY 2024	FY 2025 PROJECTION
HOSPITALITY TAX	8,400,000	10,442,422
USE OF FUND BALANCE	1,098,713	2,019,470
Total	9,498,713	12,461,892

HOSPITALITY TAX – EXPENDITURES

EXPENDITURES	FY 2024	FY 2025 PROJECTION
Transfer Out - GF and Debt Service	4,988,713	4,985,350
Hospitality Tax Committee Recommendations	500,000	600,000
Reserved for Contingency	150,000	
Council H-Tax Discretionary	906,675	906,675
Council Appropriations for Ordinance, Special promotion, and Tier 3 agencies	2,953,325	4,969,867
Capital Project - Township Auditorium Parking Lot		1,000,000
Total	9,498,713	12,461,892

HOSPITALITY TAX SUMMARY

EXPENDITURES	FY 2024 BUDGET	FY 2025 REQUESTED	FY 2025 RECOMMENDED
ORDINANCE AGENCIES			
Columbia Museum of Art +	850,000	1,450,000	-
Historic Columbia Foundation +	622,500	675,000	-
EdVenture +*	575,000	1,450,000	-
Township Auditorium Foundation +	415,000	415,000	-
Township Auditorium Operations [Ground Maintenance]			
SPECIAL PROMOTIONS			
Capital City Lake Murray Country Regional Tourism Board +	150,000	200,000	-
Columbia Metro Convention & Visitors Bureau +	275,000	500,000	-
Columbia International Festival +	235,000	300,000	-
TIER 3			
South East Rural Community Outreach (SERCO)	90,000	120,000	-
Gateway Pocket Park/Blight Removal Project	250,000	-	-
Historical Corridor	228,105	-	-
H-Tax Committee	500,000	600,000	600,000
Council H-Tax Discretionary	906,675	906,675	-
Total	5,097,280	6,616,675	600,000

+Organization submitted a Hospitality Tax grant application and were recommended for some funding from the H-Tax Committee.

*Organization approved for a total award of \$1.75 million over two years, starting in FY2025.

HOSPITALITY TAX COMMITTEE APPLICATIONS & AWARD RECOMMENDATIONS

ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
701 Center for Contemporary Art	9,240	35,000	8,333
Animal Mission	5,200	15,000	7,550
Ann Brodie's Carolina Ballet	-	25,000	8,250
Auntie Karen Foundation	-	50,000	20,000
Benedict College	30,000	100,000	32,500
Beta Chi Sigma- Phi Beta Sigma	5,520	-	-
Bierkeller Brewing Company, LLC	-	10,000	-
Black Pages International	26,800	75,000	26,250
Blythewood Historical Society and Museum	-	20,000	-
Boys & Girls Clubs of the Midlands	6,900	10,000	8,375
Capital City/Lake Murray Country Regional Tourism Board	25,400	200,000	40,000
Carolina's Caribbean Culture Festival	4,250	10,000	5,625
Central Midlands Development Corporation	2,100	12,180	3,125
ColaJazz Foundation	10,000	35,000	7,500
Columbia Classical Ballet	12,800	200,000	22,000
Columbia Film Society DBA The Nickelodeon Theater	7,900	20,000	6,000
Columbia International Festival	17,200	300,000	25,000
Columbia Metropolitan Convention & Visitors Bureau (dba Experience Columbia SC)	33,000	500,000	28,750
Columbia Museum of Art	-	1,450,000	11,800
Columbia Music Festival Association	16,100	50,000	8,000
Columbia United FC dba South Carolina United FC	22,400	100,000	22,500
Communities In Schools of South Carolina	-	20,000	-
Cottontown/Bellevue Historic District & Coalition of Historic Districts	4,100	7,500	4,500
EdVenture, Inc.	11,000	575,000	20,000
First Thursday on Main	-	5,000	3,000
Five Points Association	8,800	50,000	7,333
G.R.A.D. Athletics Community Development Group	-	85,000	8,750
Greater Columbia Community Relations Council (CRC)	-	9,000	-

ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Greater Rosewood Merchants Association	-	12,000	-
Greater Waverly Foundation	-	7,500	3,000
Historic Columbia	8,900	675,000	8,333
Homeless No More	-	8,500	-
Jam Room Foundation	9,500	75,000	7,500
Kemetic Institute for Health and Human Development	-	14,500	-
Kingville Historical Foundation	-	164,000	3,000
Latino Communications CDC	-	65,000	6,000
Lower Richland Annual Sweet Potato Festival and Parade	15,800	175,000	20,000
Lower Richland Veterans Formation	8,900	25,000	-
Ly-Ben Dance Alliance	-	11,000	-
Main Street Latin Festival	16,100	50,000	12,650
Midlands Authority for Conventions, Sports & Tourism	-	25,000	-
Miss South Carolina Scholarship Organization, Inc.	9,600	60,000	9,000
Oliver Gospel Mission	-	9,695	2,000
Operation Veteran Support	-	25,000	-
Palmetto Place Children & Youth Services	-	10,000	-
Pathways to Healing	8,900	25,000	13,250
Pink & Green Community Service Foundation, Inc.	12,760	50,000	23,000
Range Fore Hope Foundation	8,400	15,000	8,000
Richland County Recreation Foundation	8,375	18,000	5,000
Ridge View High School/The Bash	-	20,000	5,625
Riverbanks Park District	7,500	-	-
Serve and Connect	-	10,000	5,000
South Carolina Ballet (fka Columbia City Ballet)	14,600	100,000	15,667
South Carolina Military History Foundation	2,900	30,000	-
South Carolina Philharmonic, Inc.	10,875	100,000	26,000
South Carolina Pride Movement	13,250	-	-
South Carolina Research Foundation	-	10,000	4,833
South Carolina Restaurant and Lodging Association	-	20,000	7,835
South Carolina State Museum Foundation	8,100	35,000	4,625
South East Rural Community Outreach	11,333	120,000	-

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ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Special Olympics South Carolina	14,800	200,000	10,625
The Big Red Barn Retreat	6,200	-	-
The Midlands Technical College Foundation on behalf of Harbison Theatre	5,800	40,000	11,250
The South Carolina Juneteenth Freedom Festival	15,600	100,000	14,750
The Therapy Place	-	10,000	3,500
Town of Eastover	7,800	70,000	9,500
Town of Irmo	6,600	-	-
Town Theatre (Columbia Stage Society)	2,000	25,000	5,833
Township Auditorium	-	415,000	6,250
Tri-City Visionaries, INC	-	10,000	-
Trustus Inc.	5,100	50,000	8,500
Westwood High School	-	5,000	-
Wiley Kennedy Foundation	-	20,000	-
Workshop Theatre of SC	1,597	20,525	4,333
Total	500,000	6,899,400	600,000

COMMUNITY IMPACT GRANT REQUESTS

ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
COMMUNITY PARTNERS			
Columbia Urban League	100,000	100,000	100,000
Greater Columbia Chamber of Commerce BRAC	53,500	53,500	53,500
Greater Columbia Community Relations Council	50,000	50,000	50,000
Mental Illness Recovery Center Inc.	150,000	150,000	100,000
Oliver Gospel Mission	50,000	50,000	50,000
Palmetto AIDS Life Support Services	50,000	-	-
Pathways to Healing	60,000	50,000	50,000
Senior Resources	200,000	548,046	384,700
Transitions Homeless Center	200,000	200,000	200,000
Total	913,500	1,201,546	988,200

ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
COMPETITIVE APPLICATIONS			
Able South Carolina	20,166	38,769	-
Alston Wilkes Society	15,000	50,000	25,000
Animal Mission	-	30,000	-
Benedict College	-	50,000	-
Boys & Girls Club of the Midlands	-	10,000	-
Brookland Center for Community Economic Change	50,000	50,000	-
Captain's Hope	-	10,000	-
Career Development Center at Saint John	50,000	50,000	20,000
Christian Assistance Bridge	25,000	-	-
Cola Town Bike Collective	-	50,000	-
Columbia Film Society (Nickelodeon Theatre)	-	5,000	-

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ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Columbia International University	49,665	49,665	-
Communities In Schools of South Carolina	50,000	50,000	50,000
Early Education Career Institute	-	360,000	-
Epworth Children's Home	25,000	50,000	25,000
Five Points Association	-	25,000	-
Girl Scouts of South Carolina Mountains to Midlands	16,000	40,000	-
Goodwill Industries of Upstate/Midlands South	25,000	50,000	50,000
Greater Waverly Foundation	-	15,000	10,000
Greenview Swim Team	-	10,000	10,000
Hand to Hand Connect to Richland County Homebound	-	50,000	-
Harmony Christian Community	-	44,000	-
Harvest Hope Food Bank	10,000	50,000	50,000
Healthy Learners	15,000	50,000	50,000
Home Works of America	50,000	50,000	-
Homeless No More	50,000	-	-
Hoop-ology Basketball Camps & Clinics	-	15,000	-
Indian Waters Council, Boy Scouts of America	16,000	50,000	-
Junior Achievement of Greater SC	-	50,000	-
Kemetic Institute for Health and Human Development	-	13,900	-
Kindred Hearts South Carolina	-	50,000	-
Koinonia Foundation/Youth & Teens Ministry	-	50,000	50,000
Latino Communications CDC	-	50,000	50,000
Lexington/Richland Alcohol and Drug Abuse Council	-	50,000	-
Living Wright Foundation	-	50,000	-
Ly-Ben Dance Alliance	-	51,404	-
Mary L. Jacobs Life Center	-	50,000	15,000
Midlands Area Food Bank	50,000	50,000	-
Midlands Community Development Corporation	-	50,000	-
Midlands Education and Business Alliance	10,000	10,000	-
Midlands Technical College Foundation	50,000	-	-
Mother DeVeaux Adult Daycare	-	6,808	-
North Columbia Community Enrichment Foundation	-	8,000	-

ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
NorthEast Columbia Empowerment Coalition	50,000	-	-
Olympia Community Educational Foundation	25,000	50,000	-
Olympia Granby Historical Foundation	-	15,000	10,000
One-Eighty Place	-	50,000	-
Our Place of Hope	25,000	-	-
Palmetto Place Children & Youth Services	50,000	50,000	-
Range Fore Hope Foundation	-	50,000	-
Reach Out and Read, Inc.	-	50,000	-
Reconciliation Ministries SC	-	43,800	43,800
Richland County Public Education Partners	-	50,000	-
Richland County Recreation Commission	-	50,000	-
Ridge View High School/The Bash	-	20,000	-
Round Top Baptist Church	-	10,000	-
SC UpLift Community Outreach	-	50,000	50,000
Serve and Connect	-	50,000	50,000
Sistercare, Inc.	26,000	26,000	26,000
South Carolina Ballet	-	50,000	-
South Carolina Philharmonic Inc.	-	40,000	14,000
South Carolina Research Foundation (FoodShare)	-	49,254	-
South Carolina State Museum Foundation	-	24,400	-
Southeastern Chapter National Safety Council	8,500	-	-
Straight Road International	-	15,000	-
The 180 Community Center	-	24,500	-
The Cooperative Ministry	25,814	50,000	20,000
The National Association For Black Veteran (NABVETS)	-	50,000	-
The Ram Foundation	20,000	-	-
The Therapy Place	-	15,000	15,000
Top Ladies of Distinction - COLA City Chapter	-	3,550	-
Tri-City Visionaries, INC	-	30,000	-
Tri-City Visionaries, INC	-	50,000	-
Turn90	50,000	-	-
Virginia Wingard Memorial United Methodist Church	-	44,940	-

ORGANIZATION	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
WJK Cluster STEAM Booster Club /NoMa STEAM	14,855	20,520	-
YMCA of Columbia	-	50,000	25,000
Total	872,000	2,924,510	658,800

MISCELLANEOUS FUND GRANT REQUESTS

ORGANIZATION	Funding Source	FY 2024 AWARD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Congaree Riverkeeper	Stormwater Fund	20,000	20,000	-
Keep the Midlands Beautiful	Solid Waste Fund	42,900	42,900	-
River Alliance	Temporary Alcohol Permits Fund	55,000	70,000	-
Main Street District	General Fund	47,500	50,000	
Pathways to Healing*	General Fund	-	10,000	
Total		165,400	192,900	-

These organizations submitted budget request letters to the County Administrator

*Community Partner through Community Impact Grants

NEIGHBORHOOD IMPROVEMENT GRANT AWARD RECOMMENDATIONS

NEIGHBORHOOD ORGANIZATION	DISTRICT	TIER	FY 2025 TOTAL AMOUNT REQUESTED	PROJECTS	FY 2025 RECOMMENDATION
Arbor Springs HOA	1	1	1,499.99	Update Playground Equipment; Block Party	1,499.99
Arborwood HOA	6	2	2,500.00	Beautification	-
Ashley Oaks HOA	7	1	1,500.00	Radar Speed Indicator Sign	1,500.00
Ballentine Community Association	1	1	1,500.00	Fall Funfest	1,500.00
Berkeley Forest HA	11	1	1,494.87	National Night Out; Membership Night Out	1,494.87
Bluff Estates Community Organization	10	2	2,496.82	Back2School Bash; Holiday Fruit Distribution; Walk Against Violence	2,496.82
Booker T Heights Community Organization	7	2	2,375.35	Calling Post; Emergency Preparedness Kits	2,375.35
Brandon Acres/Cedar Terrace NA	11	2	2,500.00	Neighborhood Signage Replacement; National Night Out; Member Engagement Drive	2,500.00
Briarwood Neighborhood Association	8	1	1,500.00	Newsletter w/ National Night Out Flyer; National Night Out	1,500.00
Byrneswood Community Civic Org	4	2	2,480.51	Neighborhood Beautification; Student Goodie Bags; Senior Bags for Our Elderly; Holiday Gathering	2,480.51
Capital View Area NA	11	2	2,500.00	Clean Sweep; Community Engagement Improvement	2,500.00
Carnaby Square Association	4	2	2,498.31	Club House and Pool Security Upgrades; Beautification	2,498.31

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NEIGHBORHOOD ORGANIZATION	DISTRICT	TIER	FY 2025 TOTAL AMOUNT REQUESTED	PROJECTS	FY 2025 RECOMMENDATION
Carriage Oaks HOA	8	1	1,378.94	Field Day; Back2School; Little Multipurpose Library	1,378.94
Cedar Cove HOA	1	1	1,500.00	Interior Playground Rehab	1,500.00
Chestnut Hill Plantation HOA	1	1	829.19	Additional Little Library	829.19
Cottontown Bellevue Historic District	4	1	1,500.00	New Sign at Traffic Diverter	1,500.00
Deerwood Knoll HOA	6	2	2,500.00	Beautification	-
Denny Terrace Neighborhood Association	4	1	1,336.31	National Night Out; Neighborhood Signs/Yard of the Month Sign; Welcome Bags	1,336.31
Earlewood Community Citizens Org	4	2	2,500.00	EarleJam 2024	2,500.00
Eastway Park Neighborhood Association	10	2	2,403.15	Back2School/Membership Drive; Newsletter/Calling Post/Beautification	2,403.15
Emerald Valley HA	4	2	2,500.00	National Night Out; Community Lighting & Beautification; Membership Drive	2,500.00
Forest Heights Community	7	2	2,382.12	Landscaping; National Night Out; Signs; Lighting Improvements	2,382.12
Forest Hills NA	6	1	1,500.00	Ice Cream Social/National Night Out; Neighborhood Directory	1,500.00
Gadsden Community Association	10	2	2,500.00	Annual Tree Lighting Celebration	2,500.00
Galaxy Neighborhood Association	11	1	1,500.00	Fire Awareness/Christmas Social; Cancer Awareness Block Party; Harvest Basket for Needy	1,500.00

NEIGHBORHOOD ORGANIZATION	DISTRICT	TIER	FY 2025 TOTAL AMOUNT REQUESTED	PROJECTS	FY 2025 RECOMMENDATION
Greengate Subdivision Lakefront Owners	3	1	1,500.00	Neighborhood Engagement and Development	1,500.00
Hamlet Park HOA	11	1	1,500.00	Beautification	-
Hickory Ridge Association	11	2	2,500.00	Neighborhood Block Party; Back2School; Clean Sweep	2,500.00
Hollywood-Rose Hill NA	5	1	1,500.00	Event Banners; Bluetooth Speaker for Park Events; Amenities for Fall Picnic	1,500.00
Hyatt Park/Keenan Terrace Neighborhood	4	2	2,500.00	National Night Out; Neighborhood Social and Recruitment Events	2,500.00
Lincolnshire Community Organization	7	2	2,500.00	CallingPost Communication and Community Signs; Winter Celebration; Just Us Girls; Community Clean up	2,500.00
Lyon Street NA	3	2	2,500.00	Lyon Street Solar Illumination Initiative	2,500.00
Meadowlake HOA	7	2	2,500.00	Back2School/National Night Out; Meadowlake Spring Festival 2025	2,500.00
Newcastle Concerned Citizens	3	2	2,500.00	National Night Out/ Back2School Bash; Communication	2,500.00
North Columbia Civic Club	3	2	2,500.00	National Night Out; Back2School; Movie Night; Community Service Expo; Mental Wellness Garden; Community Informational Website	2,500.00
Pine Valley Kingswood NA	9	2	2,500.00	National Night Out; Holiday Drop-In	2,500.00

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NEIGHBORHOOD ORGANIZATION	DISTRICT	TIER	FY 2025 TOTAL AMOUNT REQUESTED	PROJECTS	FY 2025 RECOMMENDATION
Piney Grove/Piney Woods	2	2	2,499.00	National Night Out/Back2School Bash; School Heritage Celebration	2,499.00
Richard Street Community Association	10	2	2,496.10	National Night Out; Annual Christmas Dinner; Two Signs; Clean-up Day	2,496.10
Riverview Terrace Community Organization	4	2	2,500.00	Community Engagement - Newsletter; Security Video Camera Installation; Neighborhood Appeal; National Night Out	2,500.00
Shandon Neighborhood Council	5	1	1,500.00	Newsletter	1,500.00
Shandon Oaks HOA	5	1	1,500.00	Beautification Project	-
Sherwood Forest	6	1	1,500.00	Gateway Beautification and Brand Identity Signage	1,500.00
Springwood Lake Area	7	1	1,500.00	Annual Grill and Chill; Holiday Celebration and Membership Drive	1,500.00
Sweetwater at Smallwood HOA	10	1	850.00	Outdoor Surveillance Camera System	850.00
The Village at Lake Murray Association	2	1	1,500.00	Repair front entrance flower bed	1,493.49
Trenholm Acres Neighborhood	3	2	2,500.00	Back2School Bash; Beautification	2,500.00
Washington Heights Community	7	2	1,235.60	New Sign	1,235.60
Wellesley Place HOA	6	2	2,500.00	Wellington Neighborhood Safety Project	2,500.00
Wellington HOA	8	1	1,500.00	Irrigation Infrastructure Repair	1,500.00
Woodland Greens HA	9	1	1,500.00	National Night Out/Membership Drive	1,500.00

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NEIGHBORHOOD ORGANIZATION	DISTRICT	TIER	FY 2025 TOTAL AMOUNT REQUESTED	PROJECTS	FY 2025 RECOMMENDATION
Woodlands NE HOA	9	1	1,500.00	Holiday Drop-In Summer Pool Party	1,500.00
			100,256.26		92,249.75

CONSERVATION COMMISSION GRANT RECOMMENDATIONS

Organization/Applicant	Project Title/Description	Status and CC Dist (#)*	FY24 Award	FY25 Total Project Cost	FY25 Request	FY25 Recommendation
Committee for the Beautification and Restoration of Randolph Cemetery	Thompson Cottage Rehabilitation	incorp - 4	none	28,800	23,500	20,000
Cottontown/Bellevue Historic District & Coalition of Historic Districts	Preservation Workshop Series	incorp - 4	4,472	1,375	1,100	1,100
Epitome. LLC	Columbiapedia Seibels House Dependencies	All	none	24,250	20,150	0
Historic Columbia	Stabilization	incorp - 4	28,501	52,068	41,654	41,654
Lorem Ipsum Development, LLC	Union Hall Restoration	incorp - 10	none	66,000	30,000	20,004
Olympia Community Educational Foundation	Mill District Story Map and Trail	incorp - 10	none	55,200	46,480	20,000
Olympia Granby Historical Foundation	Historic Mill School House Restoration	incorp - 10	none	62,000	50,000	22,000
Sidney Park CME Church	Revive & Restore: Sidney Park Outreach Center Project	incorp - 4	none	60,000	50,000	35,000
Camp Discovery	On the Move: Weathering and Erosion	unincorp - 2	20,000	29,505	20,000	20,000
Columbia Friends Meeting	Greenspace Improvements	unincorp - 7	none	6,175	4,175	4,175
Columbia Resilience	Rosewood Community Orchard Improvements	incorp - 10	none	8,068	6,467	6,467
Dutch Fork Elementary	Sustaining Crumbs to Compost	incorp - 2	none	5,000	4,000	4,000
Friends of Harbison State Forest	Enhanced signage for New Lost Creek Trails	incorp - 2	none	9,660	7,800	7,800
Gills Creek Watershed Association	Shandon Stormwater Improvements	incorp - 5	none	21,000	16,800	16,800
Joyful Souls Heirloom Nursery	Sow and Grow Mobile Greenhouse	All	none	31,200	20,000	9,000

Organization/Applicant	Project Title/Description	Status and CC Dist (#)*	FY24 Award	FY25 Total Project Cost	FY25 Request	FY25 Recommendation
Richland County Master Gardeners	Carolina Yard Demonstration Garden Relocation	unincorp - 9	none	26,098	14,710	10,000
Richland County Recreation Commission	Rehabilitation of county walking trails	unincorp - 4	none	24,000	20,000	0
Stormwater Studios	Eco-Restoration 2	incorp - 5	20,000	24,000	20,000	12,000
University of South Carolina	Outdoor Classroom	incorp - 5	none	24,000	20,000	0
Total				558,399	416,837	250,000

COUNTY EXTERNAL GRANT REQUESTS, MATCHES, AND PERSONNEL

DEPARTMENT	GRANT TYPE	PROJECT NAME	DESCRIPTION	PROJECT TOTAL	AMOUNT REQUESTED	CASH/IN-KIND MATCH REQUEST
ARP - Local Assistance and Tribal Consistency Fund	Continue	ARP - Local Assistance and Tribal Consistency Fund	ARP - Local Assistance and Tribal Consistency Fund	112,480.28	112,480.28	-
American Rescue Plan ACT (ARRPA)	Continue	ARPA	American Rescue Plan ACT (ARRPA)	80,756,312.00	80,756,312.00	-
Richland County CASA	Continue	CASA	CASA	622,050.00	622,050.00	-
DPW-AIRPORT	Continue	SC Aeronautics State Aid	Design Hangar Taxilanes Rehabilitation	14,418.00	14,418.00	-
DPW-AIRPORT	Continue	FY2023 Airport Improvement Program (AIP)	Design Hangar Taxilanes Rehabilitation	273,937.00	259,519.00	14,418.00
DPW-AIRPORT	New	FY2023 Airport Improvement Program (AIP)	FAA Standards Assessment Project	190,000.00	180,000	10,000
DPW-AIRPORT	New	SC Aeronautics State Aid	FAA Standards Assessment Project	10,000.00	10,000	-
Economic Development	Continue	Project Armitage - Xerxes Corp	Reimbursable pass-through company project grant from the South Carolina Department of Commerce	400,000.00	400,000.00	-
Economic Development	Continue	Project Clayton-Mungo	Reimbursable pass-through company project grant from the South Carolina Department of Commerce	200,000.00	200,000.00	-
Economic Development	Continue	Project Ritedose	Reimbursable pass-through company project grant from the South Carolina Department of Commerce	500,000.00	500,000.00	-
Economic Development	Continue	Rawl Tract	Reimbursable product development grant from the South Carolina Department of Commerce	106,360.00	106,360.00	-
Economic Development	New	Project Charlie Echo - FN America	Reimbursable pass-through company project grant from the South Carolina Department of Commerce	200,000.00	200,000	-
Economic Development	New	Rawl Tract - Dominion Energy	Reimbursable product development grant from Dominion Energy	75,000.00	75,000	-
Economic Development	New	Project Shreds - McEntire Produce	Reimbursable pass-through company project grant from the South Carolina Department of Commerce	50,000.00	50,000	-
Economic Development	New	Project Shreds - McEntire Produce - Agribusiness	Reimbursable pass-through company project grant from the South Carolina Department of Commerce	250,000.00	250,000	-

DEPARTMENT	GRANT TYPE	PROJECT NAME	DESCRIPTION	PROJECT TOTAL	AMOUNT REQUESTED	CASH/IN-KIND MATCH REQUEST
Emergency Services Department	New	VC Summer	Emergency Provisions	62,000.00	62,000	-
Emergency Services	New	Local Emergency Management Performance Grant LEMPG	Federal FEMA grant for EOC/Emergency Management	95,018.00	95,018	-
Emergency Services Department	New	Local Emergency Management Performance Grant - Supplemental (LEMPG)	Emergency Management	33,799.00	33,799	-
Emergency Services	New	Hazards Material Emergency Preparedness Grant HMEP	U.S. Department of Transportation grant for training and planning programs for emergency response capabilities, training aspect for county HAZMAT training.	24,375.60	20,313	4,063
Emergency Services Department	New	EMS Fellowship Grant	Part-Time Doctor	44,400.00	44,400	-
Emergency Services Department	New	EMS Grant In Aid	Paramedic Class	1,530.00	1,530	-
Grants Department/Community Development	Continue	CDBG Program FY15 4890500	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,296,072.00	1,296,072.00	-
Grants Department/Community Development	Continue	CDBG FY16 4890800	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,304,378.00	1,304,378.00	-
Grants Department/Community Development	Continue	CDBG FY17 4891000	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,184,874.54	1,184,874.54	-
Grants Department/Community Development	Continue	CDBG FY17-18 4891120	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,330,593.00	1,330,593.00	-
Grants Department/Community Development	Continue	CDBG FY18 4891300	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,495,368.00	1,495,368.00	-
Grants Department/Community Development	Continue	CDBG FY19 4891500	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,519,657.00	1,519,657.00	-
Grants Department/Community Development	Continue	CDBG FY20 4891700	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,628,252.00	1,628,252.00	-

DEPARTMENT	GRANT TYPE	PROJECT NAME	DESCRIPTION	PROJECT TOTAL	AMOUNT REQUESTED	CASH/IN-KIND MATCH REQUEST
Grants Department/Community Development	Continue	CDBG FY21 4892100	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,670,479.00	1,670,479.00	-
Grants Department/Community Development	Continue	CDBG FY22 4892300	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,693,966.00	1,693,966.00	-
Grants Department/Community Development	Continue	CDBG FY23 4892700	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	1,723,394.00	1,723,394.00	-
Grants Department/Community Development	Continue	CDBG-CV 4891900	Community Development Block Grant - 20% admin cap; 15% Public Services Cap	2,197,908.00	2,197,908.00	-
Grants Department/Community Development	Continue	CDBG Disaster Recovery Admin 4600400	CDBG Disaster Recovery Grant for 2015 Flood	1,537,700.00	1,537,700.00	-
Grants Department/Community Development	Continue	CDBG Disaster Recovery Plannin 4600500	CDBG Disaster Recovery Grant for 2015 Flood	2,781,784.68	2,781,784.68	-
Grants Department/Community Development	Continue	CDBG DR Housing 4600550	CDBG Disaster Recovery Grant for 2015 Flood	23,000,381.48	23,000,381.48	-
Grants Department/Community Development	Continue	CDBG DR Infrastructure 4600600	CDBG Disaster Recovery Grant for 2015 Flood	2,922,326.66	2,922,326.66	-
Grants Department/Community Development	Continue	CDBG Economic Development 4600650	CDBG Disaster Recovery Grant for 2015 Flood	527,807.18	527,807.18	-
Grants Department/Community Development	Continue	CDBG-MIT 4892500	CDBG Mitigation Grant	21,864,000.00	21,864,000.00	-
Grants Department/Community Development	Continue	Home Investment Partnership 16 4890700	Home Investment Partnership FY15 - 10% admin cap; 15% CHDO setaside	469,432.00	469,432.00	-
Grants Department/Community Development	Continue	Home Investment Partnership 17 4890900	Home Investment Partnership FY16 - 10% admin cap; 15% CHDO setaside	508,261.00	508,261.00	-

DEPARTMENT	GRANT TYPE	PROJECT NAME	DESCRIPTION	PROJECT TOTAL	AMOUNT REQUESTED	CASH/IN-KIND MATCH REQUEST
Grants						
Department/Community Development	Continue	Home Investment Partnership 4891100	Home Investment Partnership FY17 - 10% admin cap; 15% CHDO setaside	514,484.00	514,484.00	-
Department/Community Development	Continue	Home Investment FY18 4891400	Home Investment Partnership FY18 - 10% admin cap; 15% CHDO setaside	722,033.00	722,033.00	-
Grants						
Department/Community Development	Continue	Home Investment FY19 4891600	Home Investment Partnership FY19 - 10% admin cap; 15% CHDO setaside	676,580.00	676,580.00	-
Department/Community Development	Continue	Home FY20 4891800	Home Investment Partnership FY20 - 10% admin cap; 15% CHDO setaside	754,056.00	754,056.00	-
Grants						
Department/Community Development	Continue	Home FY21 4892200	Home Investment Partnership FY21 - 10% admin cap; 15% CHDO setaside	744,108.00	744,108.00	-
Department/Community Development	Continue	Home FY21 4892201 (25% Match Requirement)		186,027.00	-	-
Grants						
Department/Community Development	Continue	Home FY22 4892400	Home Investment Partnership FY22 - 10% admin cap; 15% CHDO setaside	868,030.00	868,030.00	-
Department/Community Development	Continue	Home FY22 4892401 (25% Match Requirement)		217,007.50	-	217,007.50
Grants						
Department/Community Development	Continue	Home Investment FY23 4892800	Home Investment Partnership FY23 - 10% admin cap; 15% CHDO setaside	941,966.00	941,966.00	-
Department/Community Development	Continue	Home Investment FY23 4892801 (25% Match Requirement)		235,491.50	-	235,491.50
Grants						
Department/Community Development	Continue	Emergency Solutions Grant (ESG)	Emergency Solutions Grant (ESG) PY 23 - 7.5% admin cap	148,882.00	148,882.00	-
Department/Community Development	Continue	HOME ARP 4892600	HOME ARP Program FY23-24 - 5% admin cap; 15% CHDO setaside	2,696,855.00	2,696,855.00	-
Grants						
Department/Community Development	New	South Carolina Opioid Abatement Grant	SC Opioid Abatement for Corrections Facility Treatment	2,424,849.28	2,020,708	404,142

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DEPARTMENT	GRANT TYPE	PROJECT NAME	DESCRIPTION	PROJECT TOTAL	AMOUNT REQUESTED	CASH/IN-KIND MATCH REQUEST
Grants						
Department/Community Development	New	South Carolina Opioid Abatement Grant	SC Opioid Abatement for Corrections Facility Treatment	819,000.20	682,500	136,500
Grants						
Department/Community Development	New	South Carolina Department of Public Safety-JAG Grant	JAG Grant for Coroner's Office	60,000.00	50,000	10,000
Grants						
Department/Community Development	New	South Carolina Department of Public Safety-JAG Grant	JAG Grant for Corrections Facility	60,000.00	50,000	10,000
Sheriff	Continue	Victim Advocate	One investigator to provide Victim Advocacy	92,700.00	75,000.00	-
Sheriff	Continue	Hispanic Outreach Advocacy	One bilingual investigator to provide Victim Advocacy	86,868.00	75,000.00	-
Sheriff	New	School Resource Officer	Salaries and fringes for 23 School Resource Officers in Richland 2, Charter Schools, and Academy.	2,600,000.00	2,600,000	-
Sheriff	Continue	High Intensity Drug Trafficking Program Attorney	Attorney to prosecute HIDTA drug cases	108,000.00	108,000.00	-
Sheriff	Continue	Firearms Investigator	Gun crime investigation	98,030.00	90,000.00	-
Sheriff	Continue	Crisis Intervention Team	One Deputy and One Clinical Counselor to provide assistance on mental health calls for service.	150,000.00	150,000.00	-
Sheriff	Continue	Bomb Squad Team	Bomb Team and Special Response Team support.	100,000.00	100,000.00	-
Sheriff	Continue	Special Response Team	Special Response Team support.	50,000.00	50,000.00	-
Sheriff	Continue	Justice Assistance Grant-Direct Award	Overtime supplemental funding	180,000.00	180,000.00	-
Sheriff	Continue	DNA Backlog Reduction Program	Enhance DNA casework through personnel, training and equipment.	250,000.00	250,000.00	-
Sheriff	Continue	Body Worn Camera Program	Funds to assist with Body Worn Camera storage costs	615,245.40	615,245.40	-
Sheriff	Continue	Crisis Intervention Team 2	One Deputy and One Clinical Counselor to provide assistance on mental health calls for service.	230,543.00	230,543.00	-
Solid Waste & Recycling	State	General	Solid Waste Reduction & Recycling	15,000.00	15,000	-
Solid Waste & Recycling	State	Used Oil	Used Oil	17,000.00	17,000	-
Solid Waste & Recycling	State	Waste Tires	Waste Tires	15,000.00	15,000	-

DEPARTMENT	GRANT TYPE	PROJECT NAME	DESCRIPTION	PROJECT TOTAL	AMOUNT REQUESTED	CASH/IN-KIND MATCH REQUEST
5th Circuit Solicitor's Office	New	5th Circuit Solicitor DUI Prosecutor	This grant supports the DUI Assistant Solicitor who will conduct activities for DUI cases in the Fifth Circuit Solicitor's Office.	120,336.00	120,336	-
5th Circuit Solicitor's Office	New	5th Circuit Solicitor's Juvenile Justice & Delinquency Prevention Grant	This grant funding will be utilized to support two Assistant Solicitors in the effort to improve the functioning of the Fifth Circuit Solicitor's Office Family Court, to enhance the juvenile justice system and have the long-term effect of preventing youth from entering the juvenile justice system.	190,000.00	190,000	
5th Circuit Solicitor's Office	New	5th Circuit Solicitor's Violence of Crime Act Grant/Supplemental Allocation for Victims Services	This grant funds two full-time Victim Advocates who work with General Sessions Court to provide victim services.	193,595.00	155,000	38,595
5th Circuit Solicitor's Office	New	5th Circuit Solicitor's Violence of Crime Act Hispanic Grant/Supplemental Allocation for Victims Services	This grant funds one full-time Victim Advocate who works with General Sessions Court to provide victim services and act as an interpreter when needed.	100,376.00	80,301	20,075
5th Circuit Solicitor's Office	New	5th Circuit Solicitor's Violence Against Women Act Grant	This grant funds one investigator who assists with domestic violence court cases in Central Court	102,764.00	69,279	33,485
5th Circuit Solicitor's Office	New	5th Circuit Solicitor's Justice and Mental Health Collaboration Grant	This grant funds the Justice and Mental Health Collaboration Grant which works in conjunction with the Richland County Criminal Justice Coordinating Council to address issues related to incarceration of individuals with mental health and drug use diagnoses. The grant funds employment for a Program Director.	229,168.00	183,334	45,834
5th Circuit Solicitor's Office	Continue	5th Circuit Solicitor's Juvenile Drug Treatment Court Program Grant	The Richland County Juvenile Drug Court is an alternative to the traditional court process for nonviolent juvenile offenders. It is a 6 to 9-month program that strives to help juvenile offenders stop their use of alcohol and other drugs, and end their involvement in crime and improve their performance in school.	144,000.00	108,000.00	36,000.00

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DEPARTMENT	GRANT TYPE	PROJECT NAME	DESCRIPTION	PROJECT TOTAL	AMOUNT REQUESTED	CASH/IN-KIND MATCH REQUEST
5th Circuit Solicitor's Office	Continue	5th Circuit Solicitor's Veteran's Treatment Mentor Court Program Grant	The goal of Veterans Treatment Mentor Court is to help the men and women who served our nation and honor their service by providing needed substance abuse counseling, mental health treatment and assistance with other needs unique to veterans.	141,127.00	105,845.00	35,282.00
5th Circuit Solicitor's Office	New	5th Circuit Solicitor's Adult Treatment Court Enhancement	This grant will assist us in the enhancement of the existing Adult Treatment Court Program.	600,000.00	450,000	150,000
Stormwater	Continue	Little Jackson Creek Up-Ditch	Hazard Mitigation Grant to address erosion	3,600,691.66	3,600,691.66	-
Stormwater	Continue	Danbury Drive Drainage Basin Improvements Design	HUD Grant to address Drainage Infrastructure	2,100,100.00	2,100,100.00	-
Stormwater	Continue	Hickory Ridge Stormwater Conveyance System Upgrades	Grant to address water quality and Drainage Infrastructure	13,313,176.00	9,984,882.00	3,328,294.00
Utilities	New	CDBG - HUD	Greenlake Subdivision Gravity Sewer Rehab	600,000.00	460,000	140,000
Utilities	Continue	SC Infrastructure Investment Program	Eastover Wastewater Treatment Plant Expansion	18,126,278.00	10,000,000.00	8,126,278.00
Utilities	Continue	American Rescue Plan Act of 2021	Elevated Water Tank	2,000,000.00	2,000,000.00	
Utilities	New	State Grant - Basic Infrastructure	Wise Road Manhole Repair	250,000.00	200,000	50,000
Utilities	New		Air Release Valve Replacement	937,500.00	750,000	187,500
Utilities	New		RAS/WAS pump upgrade at Eastover Wastewater plant.	-		
Utilities	New		Lime Feed system at Eastover wastewater Treatment Plant	1,000,000.00	1,000,000	
Utilities	New		10" FM from Rabbit run to Garners Ferry	770,000.00	770,000	
Utilities	New		Friarsgate Collection System Rehab.	800,000.00	800,000	
TOTAL				216,675,182	203,218,593	13,232,964

GRANT FULL-TIME EMPLOYEE (FTE) POSITIONS SUMMARY

DEPARTMENT	PROJECT NAME	FTEs	GRANT END	FY 2025	TOTALS
Richland County CASA	CASA Training Grant	2	Continuous	132,576	132,576
Grants Department/Community Development	CDBG	1	9/18/2029	114,475	114,475
Grants Department/Community Development	CDBG/CDBG-DR	1	9/18/2029	91,922	91,922
Grants Department/Community Development	HOME	1	9/18/2029	68,599	68,599
Grants Department/Community Development	CDBG	1	9/18/2029	77,096	77,096
Grants Department/Community Development	CDBG	1	9/18/2029	60,972	60,972
Grants Department/Community Development	HOME	1	9/18/2029	82,594	82,594
Grants Department/Community Development	CDBG-MIT	1	12/31/2032	97,635	97,635
Grants Department/Community Development	CDBG - DR	1	04/01/2025	97,137	97,137
Sheriff	Victim Advocate	1	9/30/2024	55,000	55,000
Sheriff	Hispanic Outreach Advocacy	1	9/30/2024	55,000	55,000
Sheriff	School Resource Officer	23	6/30/2024	1,962,751	1,962,751
Sheriff	High Intensity Drug Trafficking Program Attorney	1	9/30/2024	88,000	88,000
Sheriff	Firearms Investigator	1	9/30/2024	84,000	84,000
Sheriff	Crisis Intervention Team	2	9/30/2024	80,000	80,000
Sheriff	Justice Assistance Grant - Direct Award	1	9/30/2027	189,182	189,182

DEPARTMENT	PROJECT NAME	FTEs	GRANT END	FY 2025	TOTALS
Sheriff	DNA Backlog Reduction Program	2	9/30/2025	152,000	152,000
Sheriff	Crisis Intervention Team 2 Funding	2	9/30/2024	165,000	165,000
Sheriff	LEAD Program	1	9/30/2026	103,210	103,210
Sheriff	Mental Health and Wellness Act	2	9/30/2026	207,000	207,000
5th Circuit Solicitor's Office	5th Circuit Solicitor DUI Prosecutor	1	9/30/2025	95,653	95,653
5th Circuit Solicitor's Office	5th Circuit Solicitor's Juvenile Justice & Delinquency Prevention Grant	2	9/30/2025	199,532	199,532
5th Circuit Solicitor's Office	5th Circuit Solicitor's Violence of Crime Act Grant/Supplemental Allocation for Victims Services	2	9/30/2025	155,000	155,000
5th Circuit Solicitor's Office	5th Circuit Solicitor's Violence of Crime Act Hispanic Grant/Supplemental Allocation for Victims Services	1	9/30/2025	80,301	80,301
5th Circuit Solicitor's Office	5th Circuit Solicitor's Violence Against Women Act Grant	1	9/30/2025	69,279	69,279
5th Circuit Solicitor's Office	5th Circuit Solicitor's Justice and Mental Health Collaboration Grant	2	9/30/2025	114,595	114,595
5th Circuit Solicitor's Office	5th Circuit Solicitor's Juvenile Drug Treatment Court Program Grant	1	9/30/2025	72,500	72,500
5th Circuit Solicitor's Office	5th Circuit Solicitor's Adult Treatment Court Enhancement	1	9/30/2028	111,000	111,000
TOTAL		58		4,862,009	4,862,009



Special Revenue
Funds - Projected
Revenue

SECTION VI

SPECIAL REVENUE FUNDS

FY 2025

SPECIAL REVENUE FUNDS – PROJECTED REVENUE

REVENUE	FY 2023 BUDGETED	FY 2024 BUDGETED	FY 2025 PROJECTED
Economic Development			
Fees In Lieu - Economic Development	1,447,345	1,600,000	1,918,530
Fees In Lieu - Economic Reimb	1,200,000	3,200,000	1,482,889
Fees In Lieu - Park Split	-	600,000	709,453
Transfers In - GF	879,750	946,000	1,096,331
Disposals of Fixed Assets			250,000
Use of Fund Balance	-	3,500,000	3,500,000
Economic Development Total	3,527,095	9,846,000	8,957,203
Emergency Telephone			
911 Tariff Revenues	1,200,000	1,300,000	2,000,000
State Appropriation	900,000	900,000	1,465,057
Use of Fund Balance	2,115,150	1,690,000	762,050
Transfers In - Fire Services	2,189,951	3,556,442	3,556,442
Emergency Telephone Total	6,405,101	7,446,442	7,783,549
Fire Services			
Property Taxes	25,492,961	26,252,820	28,078,372
Property Taxes - Delinquent	822,354	857,279	847,641
Fees In Lieu of Taxes	1,096,471	1,218,400	1,130,188
Water Assessment	2,400,000	2,400,000	2,473,800
Use of Fund Balance	1,255,798	4,911,275	4,321,849
Fire Service Total	31,067,584	35,639,775	36,851,850
Hospitality Tax			
Hospitality Tax Revenue	7,800,000	8,400,000	10,442,422
Use of Fund Balance	1,186,312	1,365,255	2,019,470
Hospitality Tax Total	8,986,312	9,765,255	12,461,892
Accommodations Tax			
Accommodations Tax Revenue	425,000	600,000	640,000
Use of Fund Balance	-	166,667	135,000
Accommodations Tax Total	425,000	766,667	775,000
Transportation Tax			
Transportation Tax Revenue	80,000,000	88,000,000	96,682,144
Transportation Tax BAN	-	-	-
Use of Fund Balance	-	-	-
Transportation Total	80,000,000	88,000,000	96,682,144

REVENUE	FY 2023 BUDGETED	FY 2024 BUDGETED	FY 2025 PROJECTED
Mass Transit			
Transfers In - Transportation Tax	-	24,754,400	27,198,375
Mass Transit Total	-	24,754,400	27,198,375
Neighborhood Redevelopment			
Property Taxes	854,770	886,948	937,240
Property Taxes - Delinquent	27,280	29,526	28,380
Fees in Lieu of Taxes	27,280	29,526	28,380
Neighborhood Redevelopment Total	909,330	946,000	994,000
Public Defender			
Transfers In - GF	3,826,423	4,102,572	4,337,543
State Appropriation	1,600,000	2,309,184	2,309,184
Public Defender Total	5,426,423	6,411,756	6,646,727
Title IV-D Sheriff - Civil Process			
Title IV-D Sheriff's Revenue	55,563	62,671	32,000
Operating Transfer In			35,824
Title IV-D Sheriff Civil Process Total	55,563	62,671	67,824
Title IV - Family Court			
Title IV - Family Court Revenue	-	-	1,101,701
Operating Transfer In			324,015
Title IV - Family Court Total	-	-	1,425,716
School Resource Officers			
School Resource Officers Revenue	4,960,633	5,232,998	6,595,773
Transfers In - GF	1,996,712	1,996,712	1,964,979
School Resource Officers Total	6,957,345	7,229,710	8,560,752
Victim Assistance			
Victim Assist Fees & Assessments	331,216	389,137	195,000
Transfers In - GF	945,289	945,289	1,212,504
Victim Assistance Total	1,276,505	1,334,426	1,407,504
Tourism Development			
Tourism Development Fees	1,250,000	1,275,000	1,325,000
Tourism Penalties	3,000	1,500	2,000
Interest Earned	120	4,000	5,000
Tourism Development Total	1,253,120	1,280,500	1,332,000
Temporary Alcohol Permits			
Temporary Alcohol Permits Fee	172,168	167,817	111,947
Temporary Alcohol Permits Total	172,168	167,817	111,947

REVENUE	FY 2023 BUDGETED	FY 2024 BUDGETED	FY 2025 PROJECTED
Stormwater Management			
Property Taxes	3,472,037	3,651,478	3,822,354
Property Taxes - Delinquent	111,476	115,322	116,334
Fees in Lieu of Taxes	148,634	128,000	155,112
Use of Fund Balance	-	-	183,741
Stormwater Management Total	3,732,147	3,894,800	4,277,541
Conservation Commission			
Property Taxes	854,770	888,395	937,240
Property Taxes - Delinquent	27,280	28,803	28,380
Fees In Lieu of Taxes	27,280	28,803	28,380
Use of Fund Balance	85,860	2,818,942	1,470,564
Transfers In - GF	143,988	143,988	143,988
Conservation Commission Total	1,139,178	3,908,930	2,608,552
Road Maintenance			
Road Maintenance Fee	6,100,000	6,300,000	6,338,862
Foresrty Road Fund	-	-	-
Interest Earned	-	150,000	150,000
Use of Fund Balance	2,093,572	4,895,478	5,553,215
Road Maintenance Total	8,193,572	11,345,478	12,042,077
Child Fatality Review			
State Appropriation	-	35,000	35,000
Use of Fund Balance	-	35,000	-
Child Fatality Review Total	-	70,000	35,000
Grand Total	159,526,443	212,870,627	230,219,653



SECTION VII

SPECIAL REVENUE — DEPARTMENT DETAILS

FY 2025

Special Revenue
Details by Fund

Special Revenue
Summary

SPECIAL REVENUE – DETAILS BY FUND

EXPENDITURES	FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Victim Assist - Solicitor					
Personnel	246,450	244,129	243,181	242,673	242,673
Operating	10,000	9,130	10,000	10,000	10,000
Total	256,450	253,259	253,181	252,673	252,673
Victim Assist - Court Admin					
Personnel	151,734	125,571	161,910	186,042	186,042
Total	151,734	125,571	161,910	186,042	186,042
Victim Assist - Sheriff					
Personnel	665,046	580,282	703,713	741,871	741,871
Operating	29,304	27,498	29,304	29,304	29,304
Total	694,350	607,781	733,017	771,175	771,175
Victim Assist-Detention					
Personnel	166,415	157,990	178,552	189,849	189,849
Operating	7,556	3,765	7,765	7,765	7,765
Total	173,971	161,756	186,317	197,614	197,614
Tourism Development Projects					
Operating	1,253,120	1,464,045	1,280,500	1,332,000	1,332,000
Total	1,253,120	1,464,045	1,280,500	1,332,000	1,332,000

EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Solicitor - Temporary Alcohol						
	Personnel	51,270	16,638	52,817	56,947	56,947
	Total	51,270	16,638	52,817	56,947	56,947
Temporary Alcohol Permits						
	Operating	120,898	53,000	115,000	55,000	55,000
	Total	120,898	53,000	115,000	55,000	55,000
Emergency Telephone System B/S						
	Transfers				175,076	175,076
	Total	-	-	-	175,076	175,076
Emergency Telephone System						
	Personnel	941,717	835,459	926,092	907,468	907,468
	Operating	5,613,436	5,021,924	6,520,350	6,701,005	6,701,005
	Total	6,555,153	5,857,383	7,446,442	7,608,473	7,608,473
Fire Service B/S						
	Transfers	1,189,951	1,189,951	3,556,442	4,342,777	4,342,777
	Total	1,189,951	1,189,951	3,556,442	4,342,777	4,342,777
Fire Service						
	Personnel	1,802,482	1,174,241	1,802,592	1,805,290	1,805,290
	Operating	26,742,855	22,845,512	29,710,741	29,942,235	30,193,783
	Capital	59,000	6,596	570,000	570,000	510,000

EXPENDITURESFY 2023
BUDGETEDFY 2023
ACTUALSFY 2024
BUDGETEDFY 2025
REQUESTEDFY 2025
RECOMMENDED**Total****28,604,337****24,026,349****32,083,333****32,317,525****32,509,073**

Stormwater Services B/S

Transfers

248,741

248,741

Total

-

-

-

248,741**248,741**

Stormwater Services Section

Personnel

1,365,024

768,241

1,026,144

1,269,423

1,269,423

Operating

1,213,994

880,371

1,489,672

1,462,950

1,132,640

Capital

991,431

202,269

798,000

1,064,000

1,000,000

Total**3,570,448****1,850,880****3,313,816****3,796,373****3,402,063**

Stormwater New Development

Personnel

469,586

233,902

547,889

447,376

447,376

Operating

32,332

29,349

33,095

181,261

179,361

Total**501,918****263,250****580,984****628,637****626,737**

Conservation Commission B/S

Transfers

46,209

46,209

Total

-

-

-

46,209**46,209**

Conservation Commission

Personnel

371,263

142,508

466,269

221,640

221,640

Operating

424,016

67,359

1,312,684

316,914

316,714

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EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
	Capital	145,225	-	1,951,487	130,000	1,630,000
	Total	940,504	209,866	3,730,440	668,554	2,168,355
Pinewood Lake Park						
	Personnel	-	-	-	32,436	32,436
	Operating	-	8,892	-	71,260	64,305
	Total	-	8,892	-	103,696	96,741
Mill Creek & Cabin Branch						
	Personnel	-	-	-	21,607	21,607
	Capital	-	8,544	-	25,640	25,640
	Total	-	8,544	-	47,247	47,247
Conservation Commission LS						
	Operating	250,000	224,386	178,490	250,000	250,000
	Total	250,000	224,386	178,490	250,000	250,000
Neighborhood Redevelopment B/S						
	Transfers				41,093	41,093
	Total	-	-	-	41,093	41,093
Neighborhood Redevelopment						
	Personnel	450,227	199,241	372,095	366,701	366,701
	Operating	585,903	158,796	389,645	389,645	389,945
	Total	1,036,130	358,036	761,740	756,346	756,646

EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Neighborhood Redev Lump Sum						
	Operating	100,000	73,570	184,260	196,261	196,261
	Total	100,000	73,570	184,260	196,261	196,261
Hospitality Tax B/S						
	Transfers	4,487,750	4,487,750	4,988,713	4,985,350	4,985,350
	Total	4,487,750	4,487,750	4,988,713	4,985,350	4,985,350
Hospitality Tax						
	Operating	6,214,995	4,054,724	4,776,542	7,476,542	7,476,542
	Total	6,214,995	4,054,724	4,776,542	7,476,542	7,476,542
Accommodation Tax B/S						
	Transfers	25,000	25,000	25,000	25,000	25,000
	Total	25,000	25,000	25,000	25,000	25,000
Accommodation Tax						
	Operating	400,000	398,750	741,667	750,000	750,000
	Total	400,000	398,750	741,667	750,000	750,000
Title IV-D - Civil Process						
	Personnel	43,270	43,038	48,721	53,874	53,874
	Operating	12,293	10,675	13,950	13,950	13,950
	Total	55,563	53,713	62,671	67,824	67,824

EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Title IV - Family Court						
	Personnel	-	-	-	1,425,716	1,425,716
	Operating	-	-	-	-	-
	Total	-	-	-	1,425,716	1,425,716
Road Maintenance B/S						
	Transfers				447,991	447,991
	Total	-	-	-	447,991	447,991
Road Maintenance						
	Personnel	3,535,008	3,263,625	4,253,712	4,975,728	4,975,728
	Operating	1,863,633	1,653,081	1,864,549	2,079,733	2,174,733
	Capital	3,066,242	755,751	5,110,000	4,509,623	4,345,623
	Total	8,464,883	5,672,457	11,228,261	11,565,085	11,496,084
Road Maint. New Development						
	Personnel	105,806	-	112,617	93,401	93,401
	Operating	4,600	528	4,600	4,600	4,600
	Total	110,406	528	117,217	98,001	98,001
Public Defender						
	Personnel	5,426,423	4,846,183	6,411,756	6,646,727	6,646,727
	Total	5,426,423	4,846,183	6,411,756	6,646,727	6,646,727

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EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Mass Transit						
	Operating	22,504,000	28,858,739	24,754,400	27,198,375	27,198,375
	Total	22,504,000	28,858,739	24,754,400	27,198,375	27,198,375
Transportation Tax Admin B/S						
	Transfers Out	54,796,836	62,003,453	85,264,317	93,835,453	93,835,453
	Total	54,796,836	62,003,453	85,264,317	93,835,453	93,835,453
Transportation Tax Admin						
	Personnel	1,184,807	-	1,688,236	1,786,244	1,786,244
	Operating	991,239	-	867,673	866,673	860,673
	Capital	179,774	-	179,774	199,774	199,774
	Total	2,355,820	-	2,735,683	2,852,691	2,846,691
SRO B/S						
	Transfers Out	-	-	-	599,625	599,625
	Total	-	-	-	599,625	599,625
School District 1						
	Personnel	3,037,668	2,693,463	3,175,457	3,557,772	3,557,772
	Operating	311,386	283,346	484,395	484,395	370,465
	Capital	138,715	116,640	20,830	20,830	138,715
	Total	3,487,769	3,093,450	3,680,682	4,062,997	4,066,952
School District 2						
	Personnel	1,730,636	1,651,128	1,811,430	2,062,145	2,062,145

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EXPENDITURES	FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Operating	242,030	219,866	280,743	280,743	269,556
Capital	23,975	23,688	10,415	10,415	23,975
Total	1,996,641	1,894,682	2,102,588	2,353,303	2,355,676
Heathwood Academy					
Personnel	70,437	60,337	77,078	89,463	89,463
Operating	7,680	6,494	11,560	11,560	11,659
Total	78,117	66,830	88,638	101,023	101,122
School District 5					
Personnel	1,129,731	1,052,140	1,167,587	1,245,680	1,245,680
Operating	167,511	154,738	179,800	179,800	172,358
Capital	10,393	10,393	10,415	10,415	19,340
Total	1,307,635	1,217,270	1,357,802	1,435,895	1,437,378
Economic Development B/S					
Transfers Out	1,604,144	1,604,144	1,602,917	1,728,373	1,728,373
	1,604,144	1,604,144	1,602,917	1,728,373	1,728,373
Economic Development					
Personnel	465,860	465,860	707,175	788,743	788,743
Operating	1,050,221	834,111	3,985,908	3,985,908	2,890,087
Capital	3,148,994	3,063,063	3,550,000	3,550,000	3,550,000

EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUALS	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
	Total	4,665,075	4,363,034	8,243,083	8,324,651	7,228,830
Child Fatality Review						
	Operating	-	-	70,000	35,000	35,000
	Total	-	-	70,000	35,000	35,000
Department Total		163,431,291	159,393,864	212,870,626	230,094,081	230,219,653

SPECIAL REVENUE – SUMMARY

EXPENDITURES		FY 2023 BUDGTED	FY 2023 ACTUAL	FY 2024 BUDGTED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
12011550	Victim Assist - Solicitor	256,450	253,259	253,181	252,673	252,673
12011860	Victim Assist - Court Admin	151,734	125,571	161,910	186,042	186,042
12012010	Victim Assist - Sheriff	694,350	607,781	733,017	771,175	771,175
12012100	Victim Assist-Detention	173,971	161,756	186,317	197,614	197,614
12036510	Tourism Development Projects	1,253,120	1,464,045	1,280,500	1,332,000	1,332,000
12041550	Solicitor - Temporary Alcohol	51,270	16,638	52,817	56,947	56,947
12049932	Temporary Alcohol Permits	120,898	53,000	115,000	55,000	55,000
12052202	Emergency Telephone System	6,555,153	5,857,383	7,446,442	7,783,549	7,783,549
12062201	Fire Service	29,794,288	25,216,300	35,639,775	36,660,302	36,851,850
12083022	Stormwater Services Section	3,570,448	1,850,880	3,313,816	4,045,114	3,650,804
12083061	Stormwater New Development	501,918	263,250	580,984	628,637	626,737
12094510	Conservation Commission	940,504	209,866	3,730,440	714,763	2,214,564
12094511	Pinewood Lake Park	-	8,892	-	103,696	96,741
12094512	Mill Creek & Cabin Branch	-	8,544	-	47,247	47,247
12099910	Conservation Commission LS Neighborhood	250,000	224,386	178,490	250,000	250,000
12106500	Redevelopment	1,036,130	358,036	761,740	797,439	797,739
12109910	Neighborhood Redev Lump Sum	100,000	73,570	184,260	196,261	196,261

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EXPENDITURES		FY 2023 BUDGTED	FY 2023 ACTUAL	FY 2024 BUDGTED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
12119932	Hospitality Tax	10,702,745	8,542,474	9,765,255	12,461,892	12,461,892
12129932	Accommodation Tax	425,000	423,750	766,667	775,000	775,000
12132012	Title IV-D - Civil Process	55,563	53,713	62,671	67,824	67,824
12171572	Title IV - Family Court	-	-	-	1,425,716	1,425,716
12163020	Road Maintenance	8,464,883	5,672,457	11,228,261	12,013,076	11,944,075
12163061	Road Maint New Development	110,406	528	117,217	98,001	98,001
12241510	Public Defender	5,426,423	4,846,183	6,411,756	6,646,727	6,646,727
12309950	Mass Transit	22,504,000	28,858,739	24,754,400	27,198,375	27,198,375
12310000	Transportation Tax Admin B/S	54,796,836	62,003,453	85,264,317	93,835,453	93,835,453
12318300	Transportation Tax Admin	2,355,820	-	2,735,683	2,852,691	2,846,691
12320000	SRO B/S	-	-	-	599,625	599,625
12322011	School District 1	3,487,769	3,093,450	3,680,682	4,062,997	4,066,952
12322012	School District 2	1,996,641	1,894,682	2,102,588	2,353,303	2,355,676
12322013	Heathwood Academy	78,117	66,830	88,638	101,023	101,122
12322015	School District 5	1,307,635	1,217,270	1,357,802	1,435,895	1,437,378
12400000	Economic Development B/S	1,604,144	1,604,144	1,602,917	1,728,373	1,728,373
12401150	Economic Development	4,665,075	4,363,034	8,243,083	8,324,651	7,228,830
12152400	Child Fatality Review	-	-	70,000	35,000	35,000
	Total	163,431,291	159,393,864	212,870,626	230,094,081	230,219,653

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Enterprise Funds -
Projected Revenue

SECTION VIII

ENTERPRISE FUNDS

FY 2025

ENTERPRISE FUNDS – PROJECTED REVENUE

REVENUE	FY 2023 BUDGETED	FY 2024 BUDGETED	FY 2025 PROJECTED
Solid Waste			
Landfill Division	7,360,000	7,740,000	9,314,740
Solid Waste Collection Section	31,169,250	36,467,178	36,297,941
Solid Waste Total	38,529,250	44,207,178	45,612,681
Utilities			
Sewer	12,700,000	13,381,266	13,941,999
Water	200,000	200,000	264,138
TAP	920,000	1,080,000	809,761
Use of Fund Balance	-	-	10,000,000
Utilities Total	13,820,000	14,661,266	25,015,898
Airport			
Jim Hamilton Owens Airport	300,000	285,000	474,078
Interest Earned	-	10,000	-
Transfers In - GF	270,846	-	-
Use of Fund Balance	10,878	313,544	191,361
Airport Total	581,724	608,544	665,439
Grand Total	52,930,974	59,476,988	71,294,018



SECTION IX

ENTERPRISE FUND – DEPARTMENT DETAILS

FY 2025

Details by Funds

Enterprise Funds
Summary

ENTERPRISE FUNDS – DETAILS BY FUND

EXPENDITURES		FY 2023 BUDGTD	FY 2023 ACTUAL	FY 2024 BUDGTD	FY 2025 REQUESTED	FY 2025 RECOMMENDED
Solid Waste Management B/S	Transfers				1,570,881	1,570,881
	Total	-	-	-	1,570,881	1,570,881
Solid Waste Management	Personnel	573,015	464,816	552,562	440,620	440,620
	Operating	175,719	115,941	626,171	631,172	390,111
	Capital	-	-	45,000	45,000	-
	Total	748,734	580,757	1,223,733	1,116,792	830,731
Landfill Division	Operating	-	(26,374)	-	-	-
	Total	-	(26,374)	-	-	-
Lower Richland Drop Off Center	Personnel	133,025	115,949	387,118	279,010	279,010
	Operating	1,019,350	588,612	1,462,399	1,362,399	1,362,399
	Capital	-	-	1,000,000	30,000	1,030,000
	Total	1,152,375	704,561	2,849,517	1,671,409	2,671,409
C & D Landfill Section	Personnel	349,279	322,636	342,015	358,673	358,673
	Operating	692,103	717,597	2,718,508	3,055,508	2,253,266
	Capital	545,000	-	250,000	900,000	850,000
	Total	1,586,382	1,040,233	3,310,523	4,314,181	3,461,939
Solid Waste Closure Section	Personnel	130,871	93,143	118,314	136,160	136,160
	Operating	175,800	45,241	301,495	301,495	301,495
	Capital	-	-	225,000	-	-
	Total	306,671	138,384	644,809	437,655	437,655
Solid Waste Collection Section	Personnel	532,025	475,738	1,017,689	1,084,562	1,084,562

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EXPENDITURES		FY 2023 BUDGETED	FY 2023 ACTUAL	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
	Operating	31,574,326	31,938,690	33,652,047	33,955,047	34,062,988
	Capital	45,000	29,584	-	-	-
	Total	32,151,351	32,444,013	34,669,736	35,039,609	35,147,550
Special Services						
	Personnel	815,167	815,761	1,145,916	1,164,691	1,164,691
	Operating	261,574	209,091	317,944	317,829	327,827
	Capital	45,000	34,897	45,000	45,000	-
	Total	1,121,741	1,059,749	1,508,860	1,527,520	1,492,518
Richland County Utilities B/S						
	Transfers				1,563,991	1,563,991
	Total	-	-	-	1,563,991	1,563,991
Richland County Sewer						
	Personnel	3,114,902	2,844,193	2,891,997	3,043,825	3,043,825
	Operating	7,637,508	4,360,394	10,549,494	8,555,795	8,478,856
	Capital	305,000	1,805,481	548,000	2,654,453	11,599,207
	Total	11,057,410	9,010,068	13,989,491	14,254,073	23,121,888
Richland County Water						
	Personnel	227,710	119,657	297,759	147,889	147,889
	Operating	296,766	116,517	339,016	199,267	182,131
	Capital	15,000	19,550	35,000	-	-
	Total	539,476	255,724	671,775	347,156	330,020
Jim Hamilton-LB Owens Airport B/S						
	Transfers				100,639	100,639
	Total	-	-	-	100,639	100,639
Jim Hamilton-LB Owens Airport						
	Personnel	151,572	87,197	159,455	212,871	212,871
	Operating	294,874	271,167	322,489	286,609	273,373
	Capital	131,000	91,754	126,600	78,556	78,556
	Total	577,446	450,117	608,544	564,800	564,800
Total Expenditures:	Total	49,241,586	45,657,231	59,476,988	62,521,940	71,294,019

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ENTERPRISE FUNDS – SUMMARY

EXPENDITURES		FY 2023 BUDGTED	FY 2023 ACTUAL	FY 2024 BUDGETED	FY 2025 REQUESTED	FY 2025 RECOMMENDED
3651	Solid Waste Management Lower Richland Drop Off	748,734	580,757	1,223,733	2,687,673	2,401,612
3653	Center	1,152,375	704,561	2,849,517	1,671,409	2,671,409
3654	C & D Landfill Section	1,586,382	1,040,233	3,310,523	4,314,181	3,461,939
3655	Solid Waste Closure Section	306,671	138,384	644,809	437,655	437,655
3656	Solid Waste Collection Section	32,151,351	32,444,013	34,669,736	35,039,609	35,147,550
3657	Special Services	1,121,741	1,059,749	1,508,860	1,527,520	1,492,518
3670	Richland County Sewer	11,057,410	9,010,068	13,989,491	15,818,064	24,685,879
3671	Richland County Water Jim Hamilton-LB Owens	539,476	255,724	671,775	347,156	330,020
3678	Airport	577,446	450,117	608,544	678,675	665,439
	Total	49,241,586	45,683,605	59,476,988	62,521,940	71,294,019

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Debt Service
Recommendations

SECTION X

DEBT SERVICE

FY 2025

DEBT SERVICE RECOMMENDATIONS

DESCRIPTION	FY2024 ADOPTED	FY 2025 RECOMMENDED
General Obligation (Current)		
Principal	15,780,000	12,770,000
Interest and Fiscal Changes	4,344,222	5,951,888
Total General Obligation Debt (Current)	20,124,222	18,721,888
Fire		
Principal	405,000	425,000
Interest and Fiscal Changes	145,150	130,000
Total Fire Bonds Debt	550,150	555,000
Special Assessment		
Principal	1,335,000	1,400,000
Interest and Fiscal Changes	153,713	86,963
Total Special Assessment	1,488,713	1,486,963
IP Revenue Bond 2019		
Principal	805,000	820,000
Interest and Fiscal Changes	797,917	785,577
Total Special Assessment	1,602,917	1,605,577
Richland School District I		
Principal	58,240,000	37,965,000
Interest and Fiscal Changes	8,601,168	6,477,462
Total Richland School District I	66,841,168	44,442,462
Richland School District II (Current)		
Principal	46,286,081	42,977,000
Interest and Fiscal Changes	19,908,823	21,868,932
Total Richland District II	66,194,904	64,845,932
Recreation Commission		
Principal	2,514,000	154,000
Interest and Fiscal Changes	650,689	304,016
Total Recreation Commission	3,164,689	458,016
Riverbanks Zoo & Garden		
Principal	2,146,000	2,262,000
Interest and Fiscal Changes	445,510	408,190
Total Riverbanks Zoo & Garden	2,591,510	2,670,190
East Richland Sewer		
Principal	1,276,986	1,304,293
Interest and Fiscal Changes	161,575	134,267
Total East Richland Sewer	1,438,561	1,438,560
Transportation		
Principal	11,310,000	11,875,000
Interest and Fiscal Changes	3,124,750	2,559,250
Total Transportation	14,434,750	14,434,250
Total Debt Service	178,431,584	150,658,838



Millage Agencies
Recommendations

SECTION XI

MILLAGE AGENCIES

FY 2025

MILLAGE AGENCIES - RECOMMENDATIONS

MILLAGE AGENCY	FY 2023 APPROVED (MILLAGE FUND)	FY 2023 APPROVED (ARPA FUND)	FY 2023 APPROVED TOTAL	FY 2024 APPROVED	FY 2025 REQUESTED	FY 2025 ROLLBACK BUDGET	FY 2025 MILL CAP BUDGET
Richland County Recreation Commission	15,550,000	75,000	15,625,000	16,455,543	19,743,400	17,150,000	17,902,400
The Columbia Area Mental Health	2,427,500	135,000	2,562,500	2,714,000	3,017,600	2,967,600	2,967,600
Richland County Public Library	29,700,000	400,000	30,100,000	32,311,229	34,188,800	34,188,800	35,720,000
Riverbanks Zoo and Gardens	2,605,000	-	2,605,000	2,706,000	3,019,600	3,019,600	3,019,600
Midlands Technical College (Operating)	7,018,600	375,000	7,393,600	7,503,630	8,158,100	8,158,100	8,351,000
Midlands Technical College (Capital)	3,720,000	-	3,720,000	3,926,731	4,124,000	4,124,000	4,124,000
Richland County School District One	241,096,717	-	241,096,717	254,990,675	276,952,216	269,067,416	276,952,216
Richland County School District Two	172,325,821	-	172,325,821	181,576,392	193,779,932	193,779,932	200,882,332
Total	474,443,638	985,000	475,428,638	502,184,200	542,983,648	532,455,448	549,919,148



Capital
Improvement Plan

Capital
Improvement Plan
Summary

SECTION XII

CAPITAL IMPROVEMENT PLAN – DEPARTMENT DETAILS

FY 2025

CAPITAL IMPROVEMENT PLAN – DEPARTMENT DETAILS

Department	Category	Project	Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
ASG Detention Center	Facilities	ASGDC Safety Improvements - Cameras	ARPA	725,771	611,755	-	-	-	1,337,525
ASG Detention Center	Facilities	ASGDC Safety Improvements - Cameras	General Fund	-	34,030	-	-	-	34,030
ASG Detention Center	Facilities	ASGDC Roof, HVAC Chiller & Air Handlers	Other Sources	9,807,000	5,000,000	-	-	-	14,807,000
Central Garage	Equipment	Provide Forklift for Vehicle Maintenance Shop	General Fund		65,000	1,000	1,200	1,200	68,400
Central Garage	Equipment	Provide Tire Mounting and Balancing equipment for Vehicle Maintenance Shop	General Fund		50,000	-	-	-	50,000
Central Garage	Equipment	Install Carport and Vehicle Lift to install tires on vehicles	General Fund		95,000	500	500	700	96,700
Clerk of Court	Facilities	Refresh of Judicial Center Replacement Plan	2023 Bond	150,000	-	-	-	-	150,000
Emergency Services	Equipment	Replace Consolettes	ETS	-	-	300,000	-	-	300,000
Emergency Services	Equipment	911 Recorders	ETS	200,000	200,000	200,000	200,000	200,000	1,000,000
Emergency Services	Equipment	Replace Servers in 911 Center	ETS	300,000	300,000	-	400,000	-	1,000,000
Emergency Services	Equipment	Fire - Radio Replacement	Fire Fund	500,000	900,000	500,000	500,000	1,000,000	3,400,000
Emergency Services	Equipment	EOC Equipment	General Fund	-	100,000	100,000	120,000	120,000	440,000
Emergency Services	Equipment	Ambulance Replacement	Grants/Bond	-	4,000,000	2,000,000	2,000,000	4,000,000	12,000,000
Emergency Services	Equipment	CPR Machines	Grants/Bond	-	190,000	200,000	200,000	200,000	790,000
Emergency Services	Equipment	EKG Monitors/Defibrilators/Pacers	Grants/Bond	-	400,000	600,000	600,000	600,000	2,200,000
Emergency Services	Equipment	Radio Replacement	Grants/Bond	-	500,000	500,000	500,000	600,000	2,100,000
Emergency Services	Equipment	Stryker Stretches	Grants/Bond	-	280,000	300,000	300,000	400,000	1,280,000
Emergency Services	Equipment	Brush Trucks	Unfunded	-	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000
Emergency Services	Equipment	Ladder Truck	Unfunded	-	3,800,000	-	4,000,000	-	7,800,000
Emergency Services	Equipment	Pumpers	Unfunded	-	5,600,000	5,600,000	5,600,000	5,600,000	22,400,000
Emergency Services	Facilities	Logistical Storage Building	Fire Fund	-	310,000	12,000	12,000	15,000	349,000
Emergency Services	Facilities	Emergency Operations Center	Unfunded	-	7,252,203	15,000,000	2,000,000	-	24,252,203
Facilities & Grounds	Facilities	EMS HQ Generator upgrade & Electrical Service Switchgear upgrade	Fire Fund	-	300,000	7,000	7,000	7,500	321,500
Facilities & Grounds	Facilities	Fire Station Roof Repairs/Replacements	Fire Fund	110,000	-	-	110,000	-	220,000
Facilities & Grounds	Facilities	Fire Station renovations	Fire Fund	75,000	75,000	75,000	85,000	85,000	395,000
Facilities & Grounds	Facilities	Judicial Center ADA Total Facility Compliance	General Fund	163,000	350,000	35,000	350,000	350,000	1,248,000
Facilities & Grounds	Facilities	Judicial Center Roof replacement	General Fund	1,325,000	-	-	-	-	1,325,000
Facilities & Grounds	Facilities	Judicial Center Facility Improvements & HVAC Upgrades	General Fund	1,000,000	-	-	-	-	1,000,000

Department	Category	Project	Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
		Administration/Health Complex ADA upgrades							
Facilities & Grounds	Facilities	parking & restrooms	General Fund	2,325,000	-	-	-	-	2,325,000
Facilities & Grounds	Facilities	2011 Hampton Parking Lot	General Fund	1,000,000	-	-	-	-	1,000,000
Facilities & Grounds	Facilities	400 Powell Rd Men's Restroom	General Fund	90,000	-	-	-	-	90,000
Facilities & Grounds	Facilities	2020/2000 Lower Lot Retaining Wall	General Fund	60,000					60,000
Facilities & Grounds	Facilities	Demolition Old Antique Mall	General Fund	250,000					250,000
Facilities & Grounds	Facilities	400 Powell Road Electrical/Generator Upgrades	General Fund	-	250,000	3,000	3,000	3,500	259,500
Facilities & Grounds	Facilities	Dutch Fork Magistrate Roof Replacement	General Fund	-	-	550,000	-	-	550,000
Facilities & Grounds	Facilities	Repave the Dutch Fork Magistrate parking lot	General Fund	-	-	735,000	-	-	735,000
Facilities & Grounds	Facilities	Pineview Public Safety Roof Replacement	General Fund	-	-	-	625,000	-	625,000
Facilities & Grounds	Facilities	Pineview Public Safety- HVAC replacement	General Fund	-	-	-	245,000	2,000	247,000
Facilities & Grounds	Facilities	Blythewood Public Safety- roof replacement	General Fund	-	-	-	430,000	-	430,000
Facilities & Grounds	Facilities	Laurens Street Garage Rejuvenation	General Fund	-	180,000	180,000	180,000	180,000	720,000
Facilities & Grounds	Facilities	EMS HQ generator and electrical services upgrade							
Facilities & Grounds	Facilities	Central services mailing equipment replacement	General Fund	-	75,000	-	-	-	75,000
Facilities & Grounds	Facilities	Above ground fuel tank replacement	General Fund	-	250,000	-	-	-	250,000
Facilities & Grounds	Facilities	400 Powell Road compound asphalt and parking areas redesign	General Fund	-	200,000	200,000	-	-	400,000
Facilities & Grounds	Facilities	Pineview public safety roof replacement	General Fund	-	750,000	-	-	-	750,000
Facilities & Grounds	Facilities	400 Powell Road automatic gate and driveway to the central garage	General Fund	175,000	-	-	-	-	175,000
Facilities & Grounds	Facilities	Administration/Health resealing windows and exterior walls							
Facilities & Grounds	Facilities	Security & Monitoring Systems for Remote County Assets	General Fund	-	66,000	66,000	66,000	66,000	264,000
Facilities & Grounds	Facilities	Sheriff's HQ Roof Replacement	General Fund/Future Bonds	-	1,120,000	-	-	-	1,120,000
Facilities & Grounds	Facilities	Sheriff's HQ Elevator Upgrade	General Fund/Future Bonds	-	-	165,000	5,500	5,500	176,000
Facilities & Grounds	Facilities	Sheriff's HQ Partial HVAC Replacement	General Fund/Future Bonds	-	-	-	-	1,750,000	1,750,000
Facilities & Grounds	Facilities	Sheriff's HQ Generator Replacement	General Fund/Future Bonds	-	-	-	-	495,000	495,000
Facilities & Grounds	Facilities	Sheriff's HQ Electrical Switchgear replacement	General Fund/Future Bonds	-	-	-	-	1,475,000	1,475,000
Facilities & Grounds	Facilities	Sheriff's HQ- IT Server Room Leibert Unit upgrade	General Fund/Future Bonds	-	85,000	1,500	1,500	2,000	90,000

Department	Category	Project	Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Facilities & Grounds	Facilities	Township Auditorium Parking Lot Project	Hospitality / General Fund	3,000,000	2,000	2,000	2,500	2,500	3,009,000
Facilities & Grounds	Facilities	Township water infiltration mitigation	Hospitality / General Fund	-	380,000	-	-	-	380,000
Facilities & Grounds	Facilities	Pave the Parking lot at the Rosewood Boat Landing	Unfunded	-	-	695,000	-	-	695,000
Facilities & Grounds	Facilities	Judicial Center - Waterproof coating on limestone & caulk joints	Unfunded	-	-	650,000	4,500	45,000	699,500
Facilities & Grounds	Facilities	Judicial Center Exterior Tile Replacement	Unfunded	-	-	-	-	850,000	850,000
Facilities & Grounds	Facilities	Judicial Center Lighting upgrade	Unfunded	-	-	-	-	400,000	400,000
Facilities & Grounds	Facilities	Judicial Center Courtyard Roof installation	Unfunded	-	430,000	-	-	-	430,000
Facilities & Grounds	Facilities	Judicial Center Roof Top HVAC unit replacement	Unfunded	-	-	250,000	-	-	250,000
Facilities & Grounds	Facilities	Administration/Health Complex Building Front and Common Area Renovation	Unfunded	-	8,800,000	-	-	-	8,800,000
Facilities & Grounds	Facilities	Administration/Health Complex Brick Waterproofing	Unfunded	-	-	-	475,000	-	475,000
Facilities & Grounds	Facilities	Administration Building Electrical/Generator Upgrade	Unfunded	-	795,000	3,500	3,500	4,000	806,000
Facilities & Grounds	Facilities	Health Building Electrical/Generator Upgrade	Unfunded	-	795,000	3,500	3,500	4,000	806,000
Facilities & Grounds	Facilities	Admin & Health building Electrical service breaker upgrade	Unfunded	-	-	-	-	120,000	120,000
Facilities & Grounds	Facilities	EMS HQ Chiller Replacement	Unfunded	-	600,000	5,500	6,000	6,000	617,500
Facilities & Grounds	Facilities	Roof Replacements at: 400 Powell Road Multiple Buildings, Ballentine Public works building, and Eastover Public works building.	Unfunded	-	1,280,000	750,000	750,000	-	2,780,000
Facilities & Grounds	Facilities	Vector Control New Lab Facility	Unfunded	-	-	-	-	750,000	750,000
Facilities & Grounds	Facilities	400 Powell Rd compound asphalt seal coating and parking areas redesign	Unfunded	-	-	-	-	8,900,000	8,900,000
Facilities & Grounds	Facilities	Central Garage Waste Oil Heating System	Unfunded	-	-	65,000	750	750	66,500
Facilities & Grounds	Facilities	Installation of an automatic gate and driveway to the Central Garage facility at the 400 Powell Rd compound	Unfunded	-	145,000	500	500	750	146,750
Facilities & Grounds	Facilities	DSS Parking lot resurfacing	Unfunded	-	-	1,475,000	2,000	2,000	1,479,000
Facilities & Grounds	Facilities	DSS warehouse upfit	Unfunded	-	3,600,000	-	-	-	3,600,000
Facilities & Grounds	Facilities	Coroner- repave parking lot	Unfunded	-	-	512,000	-	-	512,000
Facilities & Grounds	Facilities	Above Ground Fuel Tank replacement	Unfunded	-	-	-	270,000	-	270,000
Facilities & Grounds	Facilities	Fix Owens Field Corporate Hanger Door	Unfunded	-	-	500,000	-	-	500,000

Department	Category	Project	Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Fleet	Vehicles	Fleet Replacements	General Fund	5,473,275	5,104,841	5,232,462	5,363,274	5,497,355	26,671,207
Information Technology	Equipment	Network Infrastructure Continuity	General Fund	-	576,000	166,000	550,000	-	1,292,000
Information Technology	IT	Human Capital and Financial Management System	General Fund	750,000	886,017	1,009,862	1,025,607	1,051,247	4,722,733
Magistrates	Facilities	Columbia Magistrate Roof Replacement	2020 Bonds	120,000					120,000
Magistrates	Facilities	Blythewood Magistrate Roof Replacement	2020 Bonds	190,000					190,000
Magistrates	Facilities	Blythewood Magistrate Upfit	2020 Bonds	50,000					50,000
Operation Services	Facilities	Family Service Center	2023 Bond	16,000,000	2,000,000	-	-	-	18,000,000
RC Sheriff's Division	Facilities	Public Safety Complex FF&E	2016 Bond	1,205,631	-	-	-	-	1,205,631
RC Sheriff's Division	Facilities	Public Safety Communications Devices	2016 Bond	3,122,662	-	-	-	-	3,122,662
RC Sheriff's Division	Facilities	Public Safety Complex	2022 Bond	6,360,593	-	-	-	-	6,360,593
RC Sheriff's Division	IT	Shotspotter Technology Solution	ARPA	635,000	-	-	-	-	635,000
Utilities	Facilities	Design and Construction Lower Richland Water Tank	ARPA	285,100	-	-	-	-	285,100
Utilities	Facilities	Eastover WWTP - New Well System	Utilities Paygo	75,000	-	-	-	-	75,000
Utilities	Facilities	Cedar Creek Mobile Home Park Sewer Service	Utilities Paygo	40,000	-	-	-	-	40,000
Utilities	Facilities	Manchester Farm Sewer Service	Utilities Paygo	140,000	-	-	-	-	140,000
Utilities	Facilities	Eastover WWTP - Sludge handling Facility	Utilities Paygo	1,500,000	-	-	-	-	1,500,000
Utilities	Facilities	Cedar Creek Mobile Home Park Sewer Service	Utilities Paygo	-	210,000	-	-	-	210,000
Utilities	Facilities	Eastover WWTP - Maintenance Facility	Utilities Paygo	-	150,000	-	-	-	150,000
Utilities	Facilities	Cabin Branch Pump Station (Phase 2b2)	Utilities Paygo	-	-	100,000	-	-	100,000
Utilities	Facilities	Cabin Branch Pump Station (Phase 2b2)	Utilities Paygo	-	-	-	1,000,000	-	1,000,000
Utilities	Improvements	New 12" Forcemain	Utilities Bond	-	-	7,500,000	-	-	7,500,000
Utilities	Improvements	Bluff Road 16" Forcemain (Phase 2b3)	Utilities Bond	-	-	-	12,600,000	-	12,600,000
Utilities	Improvements	New Gravity Sewer Line on Myers Creek	Utilities Bond	-	-	-	6,750,000	-	6,750,000
Utilities	Improvements	Sewer Improvements	Utilities Paygo	750,000	-	-	-	-	750,000
Utilities	Improvements	Sewer Improvements	Utilities Paygo	50,000	-	-	-	-	50,000
Utilities	Improvements	Asset Management	Utilities Paygo	500,000	-	-	-	-	500,000
Utilities	Improvements	New Gravity Sewer Line on Myers Creek	Utilities Paygo	-	750,000	-	-	-	750,000
Utilities	Improvements	New 12" Forcemain	Utilities Paygo	-	750,000	-	-	-	750,000
Utilities	Improvements	Sewer Improvements	Utilities Paygo	-	500,000	-	-	-	500,000
Utilities	Improvements	Bluff Road 16" Forcemain (Phase 2b3)	Utilities Paygo	-	-	1,260,000	-	-	1,260,000
Utilities	Improvements	New Gravity Sewer Line on Cabin Creek	Utilities Paygo	-	-	-	-	750,000	750,000
Utilities	Improvements	New 10" Forcemain	Utilities Paygo	-	-	-	-	750,000	750,000
Utilities	Improvements	Greenlake Collection System Rehab	Utilities Paygo	-	-	-	-	200,000	200,000
Grand Total				58,503,032	63,179,846	48,511,324	48,348,831	37,492,003	256,035,036

CAPITAL IMPROVEMENT PLAN - SUMMARY

Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
General Fund	12,611,275	9,981,888	8,278,824	8,959,581	7,272,003	47,103,571
General Fund/Future Bonds	-	1,292,000	166,500	7,000	3,727,500	5,193,000
Grants/Bonds	-	5,370,000	3,600,000	3,600,000	5,800,000	18,370,000
Hospitality/General Fund	3,000,000	382,000	2,000	2,500	2,500	3,389,000
ARPA	1,645,871	611,755				2,257,626
Emergency Telephone System	500,000	500,000	500,000	600,000	200,000	2,300,000
Fire Fund	685,000	1,585,000	594,000	714,000	1,107,500	4,685,500
2016 Bond	4,328,293	-	-	-	-	4,328,293
2020 Bond	360,000	-	-	-	-	360,000
2022 Bond	6,360,593	-	-	-	-	6,360,593
2023 Bond	16,150,000	2,000,000	-	-	-	18,150,000
Unfunded	-	34,097,203	26,510,000	14,115,750	17,682,500	92,405,453
Utilities Bond	-	-	7,500,000	19,350,000	-	26,850,000
Utilities Paygo	3,055,000	2,360,000	1,360,000	1,000,000	1,700,000	9,475,000
Other Sources	9,807,000	5,000,000	-	-	-	14,807,000
Grand Total	58,503,032	63,179,846	48,511,324	48,348,831	37,492,003	256,035,036

CAPITAL IMPROVEMENT PLAN – SUMMARY

Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
ASG Detention Center	10,532,771	5,645,785	-	-	-	16,178,556
Central Garage	-	210,000	1,500	1,700	1,900	215,100
Clerk of Court	150,000	-	-	-	-	150,000
Emergency Services	1,000,000	24,832,203	26,312,000	17,432,000	13,735,000	83,311,203
Facilities and Grounds	9,573,000	21,565,000	6,929,500	3,626,250	15,506,500	57,200,250
Information Technology	750,000	1,462,017	1,175,862	1,575,607	1,051,247	6,014,733
Magistrates	360,000	-	-	-	-	360,000
Fleet	5,473,275	5,104,841	5,232,462	5,363,274	5,497,356	26,671,208
Operation Services	16,000,000	2,000,000	-	-	-	18,000,000
RC Sheriff's Division	11,323,886	-	-	-	-	11,323,886
Utilities	3,340,100	2,360,000	8,860,000	20,350,000	1,700,000	36,610,100
Grand Total	58,503,032	63,179,846	48,511,324	48,348,831	37,492,003	256,035,036

Category	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Equipment	1,000,000	18,056,000	11,467,500	15,971,700	13,721,900	60,217,100
Facilities	49,344,757	37,132,988	22,041,500	6,638,250	15,521,500	130,678,995
Information Technology	1,385,000	886,017	1,009,862	1,025,607	1,051,248	5,357,734
Improvements	1,300,000	2,000,000	8,760,000	19,350,000	1,700,000	33,110,000
Vehicles	5,473,275	5,104,841	5,232,462	5,363,274	5,497,355	26,671,207
Grand Total	58,503,032	63,179,846	48,511,324	48,348,831	37,492,003	256,035,036

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Silver Hills Huger LLC; and other related matters

Notes:

First Reading: April 16, 2024
Second Reading: May 14, 2024
Third Reading: June 18, 2024
Public Hearing: June 18, 2024

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO SILVER HILLS HUGER LLC; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Silver Hills Huger, LLC, an Ohio limited liability company (“Company”) desires to develop an approximately 247-unit multifamily project within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$49,000,000 and the creation of approximately 10 full-time jobs;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project (“Property”) in the Park;

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure.

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

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council ("Chair"), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 16, 2024
Second Reading: May 14, 2024
Public Hearing: June 18, 2024
Third Reading: June 18, 2024

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

SILVER HILLS HUGER LLC

Effective as of: []

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [____], 2024 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and SILVER HILLS HUGER LLC, an Ohio limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to establish an approximately 247-unit multifamily project known as Silver Hills at Huger in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$49,000,000.00 and the creation of approximately 10 full-time jobs;

WHEREAS, by an ordinance enacted on [DATE] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park and the City of Columbia, South Carolina consented to such expansion of the Park boundaries by an ordinance enacted on [June 18], 2024; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at or in connection with the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I
REPRESENTATIONS**

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of Ohio, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete the Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

**ARTICLE II
PUBLIC INFRASTRUCTURE CREDITS**

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$49,000,000.00 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2029 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further

benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of the following improvements and facilities benefitting the public or dedicated to public use: water sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) The Company has committed to invest in the Public Infrastructure as described on Exhibit B. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation, in form and substance reasonably acceptable to the County, to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

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

Section 2.3. Public Infrastructure Credits.

(a) To assist in paying for costs of Public Infrastructure, the County shall provide a Public Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit C.

(b) For each property tax year in which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND

THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Public Infrastructure.

Section 2.4. Filings. To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file with the County such separate schedules or information with respect to the Property as may be necessary to distinguish the Property from any other property of the Company. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Public Infrastructure, as verified, or deemed verified, by the County as of the Verification Date. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with Section 2.3 of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

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

(b) An abandonment or closure of the Project; For purposes of this Agreement, "abandonment or closure of the Project" means the failure of the Company to obtain a temporary certificate of occupancy for the Project on or before the Certification Date;

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

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

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

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

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

(c) The County is not responsible for the Public Infrastructure and disclaims all liability with respect to the Public Infrastructure.

Section 4.6. Indemnification Covenant.

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

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

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

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

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

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
-------------------	--

with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company:

Silver Hills Huger LLC
72 Wychwood Drive
Moreland Hills Ohio 44022
Attention: Seth Mendelsohn
Email: sm@silverhillsre.com &
rs.silverhills@gmail.com

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of not exceeding \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, SILVER HILLS HUGER LLC, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

SILVER HILLS HUGER LLC

By: _____

Name: Seth Mendelsohn

Its: Manager

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

The land referred to herein below is situated in the County of Richland, State of South Carolina, and is described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN RICHLAND COUNTY, SOUTH CAROLINA, BEING PARCEL NO. 1 ON 2.43 ACRES, 105,872 SQUARE FEET.

TOGETHER WITH THOSE EASEMENT RIGHTS AS MAY BE APPURTENANT ARISING UNDER THAT CERTAIN ACCESS EASEMENT FROM SOUTH CAROLINA ELECTRIC & GAS COMPANY TO KLINE HUGER, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED AS OF AUGUST 22, 2008, AUGUST 29, 2008 AT 1:24 P.M., RECORDED IN BOOK R-1459, PAGE 1604. DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA.

ALSO TOGETHER WITH THOSE EASEMENT RIGHTS AS MAY BE APPURTENANT ARISING UNDER THAT CERTAIN EASEMENT FROM STATE OF SOUTH CAROLINA TO KLINE HUGER, LLC, DATED AS OF JULY 29, 2008, FILED FOR RECORD AUGUST 29, 2008 AT 1:24 P.M., RECORDED IN BOOK R-1459, PAGE 1611, AFORESAID RECORDS.

EXHIBIT B (See Section 2.2)

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The Public Infrastructure the Company expects to invest at the Project (“Company Public Infrastructure”) includes a parking structure for residents of the development that will provide spaces dedicated to public parking on the ground floor. In addition to the parking deck, the Company Public Infrastructure will consist of general infrastructure benefiting the public, including, but not limited to, (i) enhanced streetscaping and landscaping along Huger Street and Washington Street, including surface parking spaces for public use, (ii) water, sewer and stormwater improvements, (iii) removal of power lines, and (iv) environmental cleanup in connection with the use of the Property previously as a steel mill.

The anticipated total cost of the Company Public Infrastructure is approximately \$12,201,250, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Streetscape/Landscaping (incl. public parking)	\$650,000
Water/Sewer/Stormwater Improvements	\$950,000
Water/Sewer Impact Fees	\$750,000
Parking Structure	\$8,000,000
Removing Power Lines	\$350,000
Environmental Cleanup	\$650,000
General Conditions, General Requirements, Insurance, & Bonding	\$900,000
Total Costs	\$12,201,250

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of Section 2.2(c) of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in Section 2.2 of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 35% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

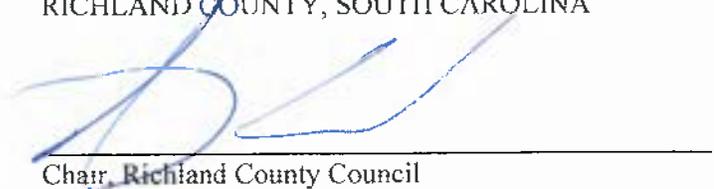
The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.5)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

AND IT IS SO RESOLVED this 7th day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Schneider Electric USA, Inc. (Project Charge) to provide for payment of a fee-in-lieu of taxes, authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: April 16, 2024
Second Reading: May 7, 2024
Third Reading: June 18, 2024
Public Hearing: June 18, 2024

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND SCHNEIDER ELECTRIC USA, INC. (PROJECT CHARGE) TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, Schneider Electric USA, Inc. (formerly known as Project Charge) (“Sponsor”) desires to expand a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,500,000 and the creation of 130 new, full-time jobs; and

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 16, 2024
Second Reading: May 7, 2024
Public Hearing: June 18, 2024
Third Reading: June 18, 2024

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

SCHNEIDER ELECTRIC USA, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2024

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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	Schneider Electric USA, Inc.	
Project Location	8821 Garners Ferry Road, Hopkins, SC 29061	
Tax Map No.	R21800-05-10	
FILOT		
<ul style="list-style-type: none"> Phase Exemption Period 	With respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date	1.1
<ul style="list-style-type: none"> Contract Minimum Investment Requirement 	\$9,500,000	1.1
<ul style="list-style-type: none"> Contract Minimum Jobs Requirement 	130	1.1
<ul style="list-style-type: none"> Investment Period 	The period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2029. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024.	1.1 and 3.1
<ul style="list-style-type: none"> Assessment Ratio 	6%	4.1
<ul style="list-style-type: none"> Millage Rate 	476.6	4.1
<ul style="list-style-type: none"> Fixed or Five-Year Adjustable Millage 	Fixed	4.1
<ul style="list-style-type: none"> Claw Back Information 	Act Minimum Investment Requirement	1.1
Multicounty Park	I-77 Corridor Regional Industrial Park	1.1
Infrastructure Credit		
<ul style="list-style-type: none"> Brief Description 	The Infrastructure Credits shall equal 45% of the FILOT Payments due for the first 5 payments hereunder, which are anticipated to be the payments for property tax years 2025-2029.	5.1, Exhibit D
<ul style="list-style-type: none"> Credit Term 	The first 5 payments hereunder, anticipated to be property tax years 2025-2029.	5.1, Exhibit D
<ul style="list-style-type: none"> Claw Back Information 	100% - Overall Achievement Percentage	6.1, Exhibit E
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 _____, 2024, 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 Schneider Electric USA, Inc., a corporation 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) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$9,500,000 and the creation of 130 new, full-time jobs;

(d) By an ordinance enacted on _____, 2024, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to 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, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the

Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“Applicable Law” means all applicable laws, statute, rules, regulations, orders, decisions, interpretations, opinions, and other requirements, whether promulgated by the United States or any other applicable jurisdiction (including in the area of intellectual property), as they may be amended from time to time, and specifically including, for the avoidance of doubt, all requirements applicable for listing on any public stock exchange.

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

“Commencement Date” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2024.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$9,500,000.

“Contract Minimum Jobs Requirement” means not less than 130 new, full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

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

“Department” means the South Carolina Department of Revenue.

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

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

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

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

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

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2058, the Final Termination Date is expected to be January 15, 2060, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2029.

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

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

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

“**Personal Information**” means any information relating to an identified or identifiable natural person.

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

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

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

“Privacy Laws” means all Applicable Laws and industry self-regulatory programs concerning the collection, use, analysis, retention, storage, protection, transfer, disclosure, processing and/or disposal of Personal Information, including state consumer protection Applicable Laws, state breach notification Applicable Laws, state social security number protection Applicable Laws, the Federal Trade Commission Act, the Federal Privacy Act of 1974, the Federal Information Security Management Act of 2002, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the Telephone Consumer Protection Act, the Fair Credit Reporting Act and its state law equivalents, the Fair and Accurate Credit Transactions Act, the Consumer Financial Protection Act of 2010, the California Consumer Privacy Act, the California Online Privacy Protection Act, the Massachusetts Data Security Regulations (201 CMR 17.00 et seq.), and the European General Data Protection Regulation (the “GDPR”), each as amended from time to time and any regulations promulgated pursuant to the authority under the foregoing.

“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 Schneider Electric USA, 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 or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent

such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a "project" on by adopting an Inducement Resolution, as defined in the Act on _____, 2024.

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

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

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2025, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, to the extent permitted by Applicable Law and Privacy Laws.

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 476.6 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2024.

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

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

**ARTICLE V
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI
CLAW BACK**

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

**ARTICLE VII
DEFAULT**

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

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

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

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

Section 8.3. Indemnification Covenants.

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

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

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

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

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

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

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

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

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

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

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**ARTICLE IX
SPONSOR AFFILIATES**

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

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

**ARTICLE X
MISCELLANEOUS**

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

IF TO THE SPONSOR:

Schneider Electric USA, Inc.
Attn: Rob Roseman
800 Federal Street
Andover, MA 01810

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, South Carolina 29201

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the

Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

SCHNEIDER ELECTRIC USA, INC.

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel, or tract of land, together with the improvements thereon, if any there be, situate, lying and being on the Southerly side of U. S. Highway No. 76, near the City of Columbia, in the County of Richland, and in the State of South Carolina, said tract of land containing 80.378 ACRES as more fully shown on plat prepared for Dunbar Funeral Home by I. B. Cox & Son, Registered Surveyors and Engineers, dated November 10, 1971, revised January 6, 1972, said revised plat recorded in the Office of the Clerk of Court for Richland County in PLAT BOOK " ", PAGE which revised plat is incorporated herein by reference, and having the following metes, bounds and measurements: Beginning at a point on the Southern side of U. S. Highway No. 76, One thousand seven hundred eighty-six (1,786') feet East from a dirt road, being the point of beginning; thence turning and running in a Southerly direction South 23 degrees 36 minutes West (S 23^o-36'W) along property now or formerly of Rawls, et al, for a distance of three thousand four hundred forty and 2/10 (3,440.2') feet to an iron; thence continuing to run in a Southerly direction South 23 degrees 28 minutes West (S 23^o-28'W) along property now of Dunbar Funeral Home, for a distance of six hundred thirteen and 8/10 (613.8') feet to an iron on the Northern side of Seaboard Coast Line Railroad right-of-way; thence turning and running in a Westerly direction North 68 degrees 28 minutes West (N 68^o-28'W) along the Northern side of Seaboard Coast Line Railroad right-of-way for a distance of seven hundred forty and 7/10 (740.7') feet to an iron in the center line of a creek; thence turning and running in a Northwesterly direction North 05 degrees 29 minutes East (N 05^o-29'E) along property now of Dunbar Funeral Home for a distance of four hundred eighty-five and 9/10 (485.9') feet to an iron; thence turning and running in a Northeasterly direction North 27 degrees 11 minutes East (N 27^o-11'E) along property now of Dunbar Funeral Home, for a distance of one thousand one hundred eighty-six and 2/10 (1,186.2') feet to an iron; thence turning and running in a Northerly direction North 13 degrees 38 minutes East (N 13^o-38'E) along property of Dunbar Funeral Home for a distance of one thousand (1,000') feet to an iron; thence turning and running in a slightly Northeasterly direction North 25 degrees 54 minutes East (N 25^o-54'E) along property of Dunbar Funeral Home, for a distance of one thousand one hundred twenty and 9/10 (1,120.9') feet to an iron on the Southerly side of the right-of-way of U. S. Highway No. 76; thence turning and running in an Easterly direction South 85 degrees 45 minutes East (S 85^o-45'E) along the Southern right-of-way of U. S. Highway No. 76 for a distance of one thousand (1,000') feet to the point of beginning.

TMS NO.: R21800-05-10

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 _____, 2024 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Schneider Electric USA, Inc. (“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.

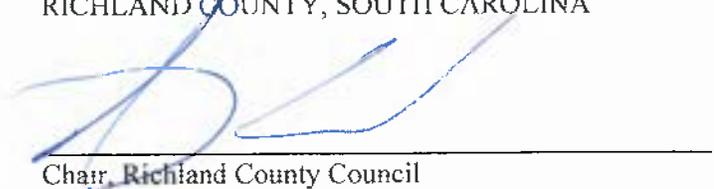
RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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

AND IT IS SO RESOLVED this 7th day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

45% of the first 5 FILOT Payments hereunder (anticipated to be FILOT Payments for property tax years 2025 through 2029)

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

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

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

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

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

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

For example, and by way of example only, if the County granted \$500,000 in Infrastructure Credits, and \$7,600,000 had been invested at the Project and 117 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 117/130 = 90%

Investment Achievement Percentage = \$7,600,000/\$9,500,000 = 80%

Overall Achievement Percentage = (90% + 80%)/2 = 85%

Claw Back Percentage = 100% - 85% = 15%

Repayment Amount = \$500,000 x 15% = \$75,000

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

SOUTH CAROLINA

)

)

A RESOLUTION

RICHLAND COUNTY

)

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

WHEREAS, the Project is anticipated to result in an investment of approximately \$3,700,000 in taxable real and personal property and the creation of approximately thirty (30) new, full-time equivalent jobs; 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 confirms that the Project was identified and reflected on April 16, 2024 and adopting this Resolution permits 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: June 18, 2024

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

WHEREAS, Project Commodore, (“Sponsor”), desires to relocate its headquarters to and expand its manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$3,700,000 and the creation of thirty (30) new, full-time jobs; and

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

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

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

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

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

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 18, 2024
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT COMMODORE

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [JULY 16, 2024]

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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 Commodore	Section 1.1
Project Location	Richland County	Exhibit A
Tax Map No.	To be disclosed	Exhibit A
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$3,700,000	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	30	Section 1.1
<ul style="list-style-type: none"> • Investment Period 	5 years	Section 1.1
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Section 4.1
<ul style="list-style-type: none"> • Millage Rate 	.5868	Section 4.1
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Section 4.1
<ul style="list-style-type: none"> • Claw Back Information 	Pro rata repayment of Infrastructure Credit	Section 6.1
Multicounty Park	Fairfield County	Section 1.1
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<ul style="list-style-type: none"> • Brief Description 	35% infrastructure credit	Exhibit D
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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 [July 16], 2024, 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 Commodore, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

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

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

(c) The Sponsor has committed to relocate its headquarters to and expand its manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$3,700,000 and the creation of thirty (30) new, full-time jobs;

(d) By an ordinance enacted on [July 16], 2024, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to relocate and 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,

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

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

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2025.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$3,700,000.

“**Contract Minimum Jobs Requirement**” means not less than thirty (30) full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

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

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

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

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

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

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

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2059, the Final Termination Date is expected to be January 15, 2061, 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, 2030.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a "project" on April 16, 2024 and adopted an Inducement Resolution, as defined in the Act on June 18, 2024.

(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 headquarters and 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, 2025. 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, 2026, 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 November 7, 2023, 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 .5868, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the

calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and

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

Section 4.5. Condemnation.

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

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

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

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

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

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

**ARTICLE V
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI
CLAW BACK**

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

**ARTICLE VII
DEFAULT**

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

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

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

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

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

Section 8.3. Indemnification Covenants.

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any 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, condition or delay. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days after 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. For the avoidance of doubt, the transfer of an equity interest in a Sponsor shall not be considered an assignment requiring prior written consent of the County or subsequent ratification by the County. Further, as provided in the Act, prior written consent of the County or subsequent ratification by the County is not required for financing-related transfers.

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 \$7,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

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

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

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

**ARTICLE X
MISCELLANEOUS**

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

IF TO THE SPONSOR:

Project Commodore
Columbia, South Carolina

WITH A COPY TO (does not constitute notice):

Moore & Van Allen PLLC
Attn: Manning Unger
78 Wentworth Street
Charleston, South Carolina 29401

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

PROJECT COMMODORE

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

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 [July 16], 2024 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Commodore (“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.

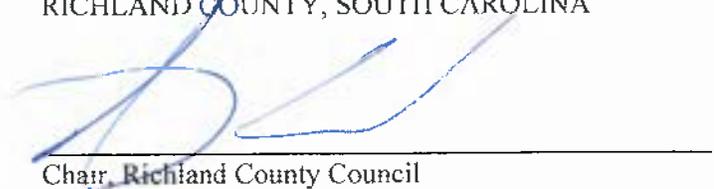
RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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

AND IT IS SO RESOLVED this 7th day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The County shall provide a 35% Infrastructure Credit against the FILOT Payments due and owing from the Sponsor to the County with respect to the Project as provided in this Fee Agreement.

The Sponsor is eligible to receive the Infrastructure Credit against each of the Sponsor's FILOT Payments due with respect to the Project for a period of ten (10) consecutive years, beginning with the first such FILOT Payment due with respect to the Project.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement (may not exceed 100%)

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement (may not exceed 100%)

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

For example only, if the County granted \$100,000 in Infrastructure Credits, and \$15,000,000 had been invested at the Project and 31 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$15,000,000 / \$16,000,000 = 93.75%

Jobs Achievement Percentage = 31 / 30 = 100%

Overall Achievement Percentage = (93.75% + 100%) / 2 = 96.875%

Claw Back Percentage = 100% - 96.875% = 3.125%

Repayment Amount = \$100,000 x 3.125% = \$3,125.00

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

Richland County Council Request for Action

Subject:

Central Midlands Council of Governments - 3

Notes:

June 4, 2024 – The Rules and Appointments Committee recommends appointing Mr. Chase Clelland, Mr. David Adams, and Mr. Curtis Singleton.

Richland County Council Request for Action

Subject:

Community Relations Council - 6

Notes:

June 4, 2024 – The Rules and Appointments Committee recommends appointing Ms. Lorrie Floyd-Gregory, Dr. Teresa Holmes, and Mr. Sebastian Guthrie.



**Richland County Council
Boards, Commissions and Committees Vacancies**

Richland County Council will accept applications through July 19, 2024 at 5:00 PM for Service on the following Boards, Commissions or Committees:

1. Accommodations Tax Committee – Three (3) Vacancies (**ONE** applicant must have a background in the lodging industry, **ONE** applicant must have a background in the hospitality industry, and **ONE** applicant must have a cultural background)
2. Board of Assessment Appeals Board – One (1) Vacancy
3. Board of Zoning Appeals – One (1) Vacancy
4. Building Codes Board of Appeals – Seven (7) Vacancies (**ONE** applicant must be from the Architecture Industry, **ONE** applicant must be from the Gas Industry, **ONE** applicant must be from the Contracting Industry, **ONE** applicant must be from the Plumbing Industry, **ONE** applicant must be from the Electrical Industry, and **TWO** applicants must be from Fire Industry as alternates)
5. Business Service Center Appeals Board – Three (3) Vacancies (**ONE** applicant must be from the Business Industry and **TWO** applicants must be CPAs)
6. Community Relations Council – Three (3) Vacancies
7. Employee Grievance Committee – One (1) Vacancy (Applicant must be a Richland County Government employee)
8. Hospitality Tax Committee – Four (4) Vacancies (**TWO** applicants must be from the Restaurant Industry)
9. Township Auditorium – One (1) Vacancy

The Rules and Appointments committee will tentatively start the interview process in September 2024 with recommendations for appointments following thereafter.

Please visit www.richlandcountysc.gov to submit an online application for the board, commission or committee you are interested in serving on. Please note the dates and times that particular board, commission or committee meets to ensure your availability to attend those meetings prior to submitting your application. Once you have submitted the application and resume, the Clerk of Council's Office will contact you to schedule a brief interview with the Rules and Appointments Committee. Interviews take place on Tuesdays afternoon.

You are **strongly encouraged to speak with your Council District Representative** and to visit www.richlandcountysc.gov to learn more about the board, commission or committee you are interested in serving on prior to applying. If you need additional information, please contact the Richland County Clerk to Council Office at (803) 576-2060 or by e-mail at rccoco@richlandcountysc.gov.



REQUEST OF ACTION

Subject: FY24 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 11.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$184,527
Riverbankz Zoo	\$ 10,000
Total Allocation	\$ 10,000
Remaining FY2024 Balance	\$174,552

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

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

E. Final Recommendation

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