

RICHLAND COUNTY
SPECIAL CALLED MEETING
AGENDA



TUESDAY AUGUST 27, 2024

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024-2025



Deirrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Overture Walker
District 8



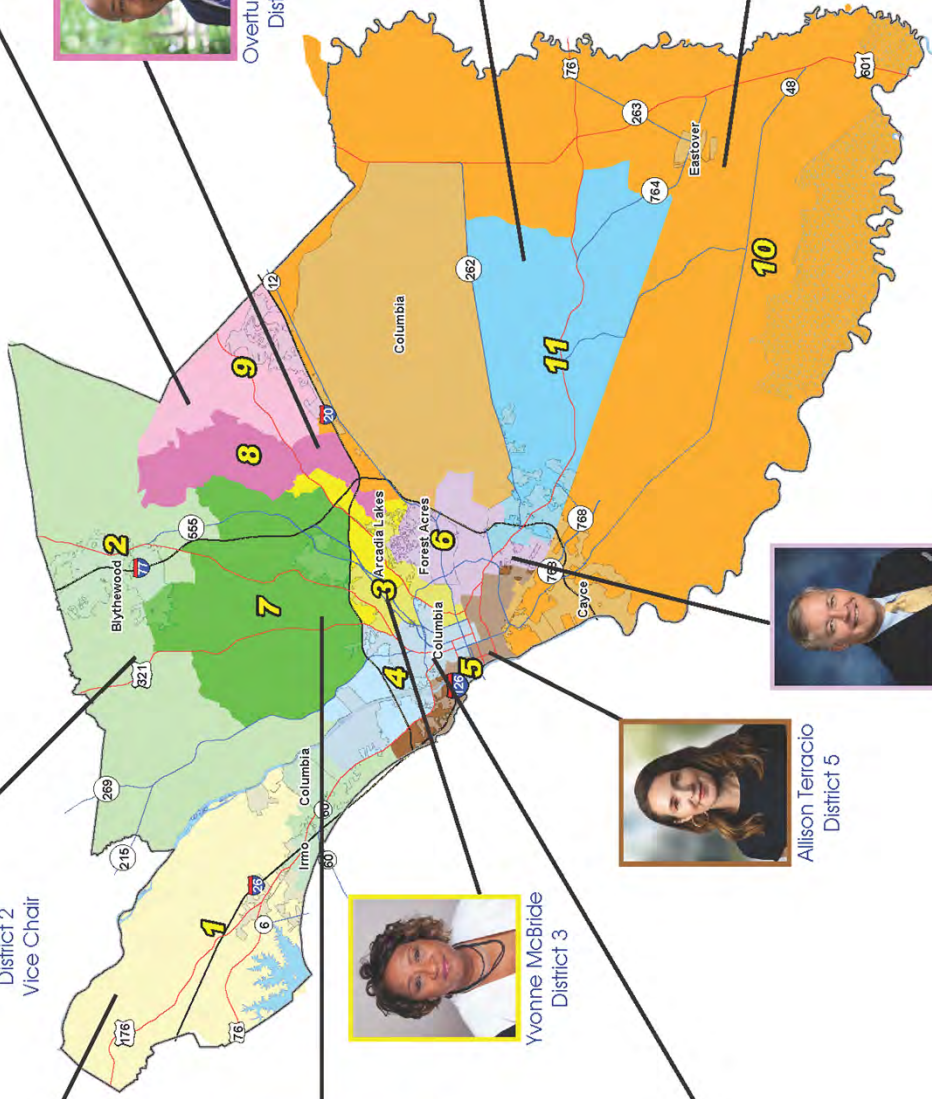
Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Chair





**Richland County
Special Called Meeting**

AGENDA

August 27, 2024 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Jessica Mackey, Chair
Richland County Council
 - a. Roll Call
2. **INVOCATION** The Honorable Don Weaver
3. **PLEDGE OF ALLEGIANCE** The Honorable Don Weaver
4. **APPROVAL OF MINUTES** The Honorable Jessica Mackey
 - a. Regular Session: July 16, 2024 **[PAGES 8-14]**
 - b. Zoning Public Hearing: July 23, 2024 **[PAGES 15-16]**
5. **ADOPTION OF AGENDA** The Honorable Jessica Mackey
6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,
County Attorney

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

 - a. Property Inquiry - 1221 Gregg Street, Columbia, SC 29201, TMS #R11406-16-16, TMS #R11406-16-17 [Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(2) and 30-4-70(a)(5)]
 - b. Property Inquiry - 120 Clemson Road, Columbia, SC 29229, TMS #R25608-01-38 [Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(2) and 30-4-70(a)(5)]
 - c. Personnel Matter - Grievance Reviews and Recommendations [Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(1)]
 - d. Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code Sec. 2-79. and Sec. 2-80 [Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(1)]

- e. Legal Advice: Clerk of Court/Judicial Center [Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(2)]

7. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

8. 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.)

9. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. UPDATES FOR CONSIDERATION [PAGE 17]

1. General Updates

2. South Carolina Association of Counties 57th Annual Conference Recap: Institute of Government Graduates

3. Institute of Government Classes:

- a. Current Issues: Technology Trends in the Public Sector - Patrick Bresnahan, Ph.D., Geographic Information Officer

10. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

- a. Transportation Penny Town Hall Meetings

11. REPORT OF THE CHAIR

The Honorable Jesica Mackey

12. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. Case #24-004MA
John T. Bakhaus
RT to GC (1.16 Acres)
10336 Wilson Blvd.
TMS #R14900-03-01 {District 2} [SECOND READING] [PAGES 18-19]

- b. Case #24-014MA
Erik Norton
RT to MU1 (2.60 Acres)
1301 Three Dog Road & E/S Dutch Fork Road
TMS #R01507-02-03 & R01507-02-04 {District 1}
[SECOND READING] [\[PAGES 20-21\]](#)
- c. An Ordinance Authorizing easement to Dominion
Energy South Carolina, Inc. for the installation,
operation, and maintenance of DESC facilities at 1403
Jim Hamilton Boulevard; Richland County TMS
#13702-01-30(p) [FIRST READING] [\[PAGES 22-28\]](#)

13. SECOND READING ITEMS

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 a company identified for
the time being as Project Flare; and other related
matters [\[PAGES 29-54\]](#)

**14. REPORT OF THE ADMINISTRATION AND FINANCE
COMMITTEE**

The Honorable Overture Walker

- a. Community Planning & Development - Conservation -
Ganus Conservation Easement Negotiation
[EXECUTIVE SESSION] [\[PAGES 55-76\]](#)

15. OTHER ITEMS

The Honorable Jesica Mackey

- a. A Resolution to appoint and commission Kelly Kathleen
Wright as a Code Enforcement Officer, for the proper
security, general welfare, and convenience of Richland
County [\[PAGE 77\]](#)
- b. FY25 - District 5 Hospitality Tax Allocations
[\[PAGES 78-79\]](#)
 - 1. ColaJazz Foundation - \$5,000
 - 2. Central Midlands Development Corporation - \$3,000
- c. FY25 - District 6 Hospitality Tax Allocations
[\[PAGES 80-81\]](#)
 - 1. Central Midlands Development Corporation - \$3,000

d. FY25 - District 8 Hospitality Tax Allocations [\[PAGES 82-83\]](#)

1. SC UpLift Community Outreach - \$5,000
2. Richland County Recreation Foundation - \$5,500
3. Ridgeview High School - \$5,000

e. FY25 - District 9 Hospitality Tax Allocations [\[PAGES 84-85\]](#)

1. Cola Rosé Shower - \$5,000
2. SC UpLift Community Outreach - \$2,500
3. Richland County Recreation Foundation - \$7,500
4. Ridgeview High School - \$20,000
5. Palmetto Place Children & Youth Services - \$2,500
6. Pink & Green Community Service Foundation - \$6,000

f. FY25 - District 11 Hospitality Tax Allocations [\[PAGES 86-87\]](#)

1. Central Midlands Development Corporation - \$3,000

16. EXECUTIVE SESSION

Patrick Wright,
County Attorney

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

17. MOTION PERIOD

18. ADJOURNMENT

The Honorable Jescia 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
July 16, 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, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Overture Walker, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Stacey Hamm, Susan O’Cain, Dale Welch, Andrew Haworth, Patrick Wright, Judy Carter, Jackie Hancock, Jennifer Wladischkin, Lori Thomas, Thomas Gilbert, Ashiya Myers, Jeff Ruble, Aric Jensen, Angela Weathersby, Bill Davis, Crayman Harvey, Shirani Fuller, Kyle Holsclaw, Michael Maloney, John Thompson, John McKenzie, Tamar Black and Brittney Hoyle-Terry.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
Ms. Mackey noted that Ms. McBride had notified her that she would not be attending tonight’s meeting.
2. **INVOCATION** – The Invocation was led by Pastor Dylan Gunnels, Emmaus Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Allison Terracio.
4. **APPROVAL OF MINUTES**
 - a. Regular Session: July 2, 2024
 - b. Special Called Meeting: July 9, 2024

Ms. Newton moved to approve the minutes for July 2, 2024, and July 9, 2024, as distributed, seconded by Ms. Terracio.

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

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

The vote in favor was unanimous.
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the following item was eligible for Executive Session:
 - a. Legal Advice: Regarding S.C. Code of Laws, Sec. 30-4-70
 - b. Legal Update – Zillow, Inc. v. Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - c. Property Inquiry – 1221 Gregg Street, Columbia, SC 29201, TMS # R11406-16-16, TMS # 11406-16-17 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - d. Property Inquiry – 2009 Hampton Street, Columbia, SC 29204, TMS # R11407-10-18 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

Regular Council Meeting Minutes
July 16, 2024

- e. Personnel Matter – Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

7. **CITIZENS' INPUT**

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

8. **CITIZENS' INPUT**

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

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration:

1. *General Updates* – Mr. Leonardo Brown, County Administrator, notified Council he would be participating in a professional development program, Leadership South Carolina.

- 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):

1. *County Treasurer – Award Palmetto Posting Inc. for Richland County's Delinquent Tax Notices* – Mr. Brown stated, "This posting contract is necessary to post properties as required by the SC Code of Laws 12-51. If this contract is not approved, the County will not have the capacity to perform these posting duties before a property could be sold at tax sale." The Treasurer has recommended awarding Palmetto Posting, Inc. the contract to post delinquent tax notices as state law requires.

Ms. Newton moved to award Palmetto Posting, Inc. the contract to post delinquent tax notices as required by state law, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

2. *Agenda Briefing Addendum: Grants & Community Development – 2024 Annual Action Plan* – Mr. Brown noted that as a part of this process, Grants & Community Development has to perform a public comment period. The public comment period was performed, and some information emerged from it.

The recommendation is to approve the addition of the following amendments:

- Maximize the Public Services cap of 15% of the CDBG Award by reallocating \$2,977 from Rental Housing Acquisition to Public Services.
- Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).

Ms. Newton moved to approve the two changes to the draft 2024 Annual Action Plan following the 30-Day Public Comment Period ending July 15, 2024. Ms. Terracio seconded the motion. The changes are as follows:

1. Maximize the Public Service cap of 15% of the CDBG Award by reallocating \$2,088 from Rental Housing Acquisition to Public Services;
2. Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).

Mr. Weaver inquired how this change impacts the budget.

Mr. Brown responded that it would not impact the budget. It is within the structure of the HUD funds we are awarded.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 9(b)(1) and 9(b)(2), seconded by Ms. Newton.

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

Not Present: McBride

The motion for reconsideration failed.

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

11. **REPORT OF THE CHAIR:** Ms. Mackey thanked Mr. Brown and the staff members who assisted with the RAM Foundation's Summer Enrichment Program. The RAM Foundation received Community Grant funding and provided a free summer camp for kids in North Columbia.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and US Brick, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-009MA, Aaron Breeden, HM to GC (9.18 Acres), E/S Hard Scrabble Road, TMS # R20300-03-02 [THIRD READING]
- b. Case #24-011MA, Denise Lawson, RT to GC (0.69 Acres), 1710 Dutch Fork Road, TMS # R02408-02-03 [THIRD READING]
- c. Case #24-015MA, Megan Newbold, GC to MU3 (1.53 Acres), 3003 Two Notch Road, TMS # R11613-02-02 [THIRD READING]
- d. Case #24-015MA, Phillip Bradley, R3 to R5 (21.24 Acres), S/E Rabon Road, TMS #R17112-01-01 (portion of) [THIRD READING]

Ms. English moved to approve Items 13(a) – 13(d), seconded by Mr. Pugh.

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

Not Present: McBride

The vote in favor was unanimous.

- e. An Ordinance Authorizing an easement to the City of Columbia for a sanitary sewer main located at 1871 Omarest Drive, Richland County TMS # R07415-01-01(p) [SECOND READING]

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

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

Not Present: McBride

The vote in favor was unanimous.

- f. An Ordinance Authorizing an easement to the City of Columbia for a storm drainage line located at 1403 Jim Hamilton Boulevard; Richland County TMS #13702-01-30(p) [SECOND READING]

- g. An Ordinance Authorizing an easement to the City of Columbia for sanitary sewer main located at the South Side of Plowden Road; Richland County #TMS #13608-01-13(p) [SECOND READING]

Ms. Newton moved to approve Items 13(f) and 13(g), seconded by Ms. English.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 13(a) – 13(d), seconded by Ms. English.

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

Not Present: McBride

The motion for reconsideration failed.

14. **THIRD READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl – Mr. Branham moved to approve this item, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

- 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 US Brick, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. Weaver.

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

Not Present: McBride

The vote in favor was unanimous.

- c. Authorizing the imposition of a one percent (1%) Transportation Sales and Use Tax within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; determining (I) categories of projects to be funded with the tax, (II) the maximum time of imposition of the tax, and (III) the estimated capital costs of the projects; directing the Board of Voter Registration and Elections of Richland County to conduct a countywide referendum on the imposition of the tax and the issuance of General Obligation Bonds; prescribing the contents of the ballot questions; and other related matters – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

Ms. Newton inquired if this was the appropriate place to address a modification to the principles.

Ms. Mackey indicated modifications to the principles should be taken up under Item 19(a).

Mr. Branham noted he wanted to ensure his constituents understand that his vote in the affirmative is so this matter can go before the voters and does not necessarily indicate he agrees with all of the ordinance's content. In addition, he pointed out this is not a doubling of the transportation tax. The collection would not begin under the current penny tax completed its collection.

Ms. Mackey acknowledged that some of the comments received at the public hearing had been incorporated in the language of the ordinance for Third Reading.

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

Not Present: McBride

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE: Ms. Mackey thanked the Council and staff for their work regarding the County's transportation needs. In addition, she thanked the Transportation Advisory Committee for their feedback as Council worked through the ordinance.

Mr. Livingston moved to reconsider Items 14(a), (b), and (c), seconded by Ms. English.

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

Not Present: McBride

The motion for reconsideration failed.

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

- a. Approving a sponsor affiliate to join in one or more fee agreements among McEntire Produce, Inc., R. C. McEntire Trucking, Inc., McEntire Limited Partnership, and Richland County, South Carolina; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

Not Present: McBride

The vote in favor was unanimous.

- b. Approving the assignment to the Waters of Crosspointe, LLC of all the rights, interests, and obligations of Crosspointe at Killian, LLC under that certain public infrastructure credit agreement by and between Crosspointe at Killian, LLC and Richland County, South Carolina ("Credit Agreement"); authorizing the County's execution and delivery of an assignment and assumption of public infrastructure credit agreement in connection with such assignment; and authorizing other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

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

Not Present: McBride

The vote in favor was unanimous.

- c. 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 Count; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Flare; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

Ms. Terracio expressed her appreciation for the amount of affordable housing included in this project.

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

Opposed: Branham

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

Not Present: McBride

The vote was in favor.

16. **REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE**

- a. Website Contract Award Recommendation – Ms. Mackey stated the committee recommended awarding the contract to the top-rated vendor.

Ms. Barron thanked the committee for their hard work on this initiative.

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

Not Present: McBride

The vote in favor was unanimous.

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

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

Not Present: McBride

The motion for reconsideration failed.

17. **REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

- a. Alvin S. Glenn Detention Center – Status Update – Mr. Pugh noted the County Administrator gave an overall update on the state of the Detention Center regarding the following items:

1. Recruitment and Retention Updates – *There are new advertisements for recruitment and retention.*
2. Infrastructure Update – *Two dormitories are awaiting replacement of their locks, which equates to 112 locks.*
3. Security Updates
4. Other Updates

- b. New Detention Facility – Mr. Pugh indicated a conversation took place about potentially replacing the current detention center.

1. Security Needs
2. Capacity Needs
3. Resource and Infrastructure Needs
4. General Space Needs
5. Stake Holder Committee

- c. Personnel Matter – Matters related to Personnel are addressed in Executive Session pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

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

- a. Office of Small Business Update – Mr. Pugh noted the Office of Small Business Opportunity has held a few workshops. The office is collaborating with the City of Columbia for an event on September 18th.

- b. Current Funding Opportunities for Small Businesses – Mr. Pugh noted there are no current funding opportunities. The committee recommended directing Mr. Brown to work with staff to bring back information regarding the establishment of a revolving loan fund.

Mr. Branham inquired about the terms of the program and if the intent was to have the loan repaid.

Mr. Pugh responded the motion was to direct Mr. Brown to work with staff to explore options for the County to establish a revolving loan.

Mr. Wright stated it was his understanding the committee wanted Mr. Brown to bring the options back to the committee for discussion prior to it coming to Council for action.

Mr. Branham stated for clarification, the motion is to authorize the options to be taken back to the committee.

Mr. Wright and Ms. Mackey responded in the affirmative.

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

Not Present: McBride

The vote in favor was unanimous.

19. **OTHER ITEMS**

- a. Adopting the 2024 Penny Projects, Principles, and Categories – Ms. Mackey stated this is a companion document to Item 14(c) – Transportation Penny Sales Tax Ordinance. During the process Council discussed establishing a list of penny projects, principles, and categories that would guide us regarding the new penny. The document has gone through TPAC and includes feedback from the committee and Council.

Ms. Newton moved to modify the following language in Item (F): “The TPAC, in cooperation with the County Council and TAHC, shall conduct an Annual State of the Penny to “keep citizens informed regarding progress in addressing the Transportation Needs.” to “The County, in cooperation with the Transportation Ad Hoc Committee and TPAC, shall conduct an Annual State of the Penny.” Ms. Barron seconded the motion.

Mr. Walker inquired if Ms. Newton had thought about what the “State of the Penny” should look like.

Ms. Newton stated it was her understanding this year’s “State of the Penny” was the first one to be held. She did not intend to script out what it would be, but she believes the County should play a stronger role in shaping it.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to approve the modified document, seconded by Mr. Pugh.

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

Not Present: McBride

The vote in favor was unanimous.

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

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

Not Present: McBride

The motion for reconsideration failed.

- b. FY25 – District 5 Hospitality Tax Allocations (Columbia Music Fest Association - \$5,000; Nickelodeon Theatre - \$5,000)
c. FY25 – District 7 Hospitality Tax Allocations (America’s Big Sisters - \$10,000)

Mr. Pugh moved to approve Items 19(b) and (c), seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 19(b) and (c), seconded by Ms. Terracio.

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

Not Present: McBride

The motion for reconsideration failed.

20. **EXECUTIVE SESSION**

Ms. Barron moved to go into Executive Session to discuss Items 6(a) through 6(e) and 17(c), seconded by Ms. Terracio.

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

Not Present: McBride

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:43 PM
and came out at approximately 7:42 PM***

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

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Mackey indicated Council entered into Executive Session to receive legal advice. No action was taken in Executive Session.

- a. Legal Advice: Regarding S.C. Code of Laws, Sec. 30-4-70 – No action was taken.
- b. Legal Update – Zillow, Inc. v. Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- c. Property Inquiry – 1221 Gregg Street, Columbia, SC 29201, TMS # R11406-16-16, TMS # 11406-16-17 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Barron moved to direct the Administrator to reject the proposal submitted and discuss options, as discussed in Executive Session, seconded by Mr. Pugh.

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

Not Present: McBride

The vote in favor was unanimous.
- d. Property Inquiry – 2009 Hampton Street, Columbia, SC 29204, TMS # R11407-10-18 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Barron moved to direct the Administrator to hold additional conversations, and explore options, as discussed in Executive Session, seconded by Ms. Terracio.

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

Not Present: McBride

The vote in favor was unanimous.
- e. Personnel Matter – Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – Mr. Weaver moved to uphold the Employee Grievance committee's recommendation, seconded Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.
- f. Personnel Matter (Report of the OSBO Ad Hoc Committee) – No action was taken.

21. **MOTION PERIOD** – There were no motions submitted.

20. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Ms. Terracio.

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

Not Present: McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:47 PM.



Richland County Council
Zoning Public Hearing
MINUTES
July 23, 2024 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Overture Walker (arrived at 7:04 PM), Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Geo Price, Angela Weathersby, Anette Kirylo, Michelle Onley, Tina Davis-Gooden, Jackie Hancock, Tommy DeLage, Aric Jensen, and Leonardo Brown.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions to the agenda.
3. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

4. **OPEN PUBLIC HEARING**

a. **MAP AMENDMENTS [ACTION]**

1. **Case # 24-004MA**

John T. Bakhaus
RT to GC (1.16 Acres)
10336 Wilson Blvd.
TMS # R14900-03-01
[District 2 – PUGH] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Pugh moved to approve the re-zoning request, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

2. **Case #24-014MA**

Erik Norton
RT to MUI (2.60 Acres)
1301 Three Dog Road & E/S Dutch Fork Road
TMS #R01507-02-03 & R01507-02-04
[District 1 – BRANHAM] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

1. Erik Norton, 135 Columbia Avenue, Chapin, SC 29036
2. Jordan Slice Metcalfe, 213 Foxport Drive, Chapin, SC 29036

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

6. **ADJOURNMENT** – Ms. Terracio moved to adjourn the meeting, seconded by Mr. Walker.

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

Not Present: Walker

The vote in favor was unanimous.

The meeting adjourned at approximately 7:21 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Report of the County Administrator

Special Called – August 27, 2024

ITEMS FOR EXECUTIVE SESSION:

PROPERTY INQUIRY - 1221 GREGG STREET, COLUMBIA, SC 29201, TMS# R11406-16-16, TMS # 11406-16-17

PROPERTY INQUIRY – 120 CLEMSON RD, COLUMBIA, SC 29229, TMS# R25608-01-38

PERSONNEL MATTERS

1. Grievance Reviews and Recommendations
2. Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code Sec. 2-79. and Sec. 2-80

UPDATES FOR CONSIDERATION:

GENERAL UPDATES

SOUTH CAROLINA ASSOCIATION OF COUNTIES 57TH ANNUAL CONFERENCE RECAP

- Institute of Government Graduates

LEVEL I	LEVEL II
Cheryl English, District 10	Jesica Mackey, District 9
Don Weaver, District 6	Yvonne McBride, District 3
	Gretchen Barron, District 7
	Allison Terracio, District 5
	Chakisse Newton, District 11
	Anette Kirylo, Clerk to Council
- Institute of Government Classes
 - Current Issues: Technology Trends in the Public Sector
 - Patrick Bresnahan, Ph.D., Geographic Information Officer, Richland County

Richland County Council Request for Action

Subject:

Case #24-004MA
John T. Bakhaus
RT to GC (1.16 Acres)
10336 Wilson Blvd.
TMS #R14900-03-01

Notes:

First Reading: July 23, 2024
Second Reading:
Third Reading:
Public Hearing: July 23, 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 # R14900-03-01 FROM RESIDENTIAL TRANSITION DISTRICT (RT) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R14900-03-01 from Residential Transition District (RT) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 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: July 23, 2024
First Reading: July 23, 2024
Second Reading: August 27, 2024
Third Reading: September 10, 2024

Richland County Council Request for Action

Subject:

Case #24-014MA
Erik Norton
RT to MU1 (2.60 Acres)
1301 Three Dog Road & E/S Dutch Fork Road
TMS #R01507-02-03 & R01507-02-04

Notes:

First Reading: July 23, 2024
Second Reading:
Third Reading:
Public Hearing: July 23, 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 # R01507-02-03 AND R01507-02-04 FROM RESIDENTIAL TRANSITION DISTRICT (RT) TO NEIGHBORHOOD MIXED USE DISTRICT (MU1); 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 # R01507-02-03 and R01507-02-04 from Residential Transition District (RT) to Neighborhood Mixed Use District (MU1).

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: July 23, 2024
First Reading: July 23, 2024
Second Reading: August 27, 2024
Third Reading: September 10, 2024

Richland County Council Request for Action

Subject:

Department of Public Works - Engineering - Dominion Energy Easement Request at 1403 Jim Hamilton Blvd

Notes:

July 23, 2024 – The Development and Services Committee recommends providing an easement to Dominion Energy for the location of power at 1403 Jim Hamilton Blvd. (R13702-01-30)

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Shirani W Fuller	Title:	County Engineer
Department:	Public Works	Division:	Engineering
Date Prepared:	July 2, 2024	Meeting Date:	July 23, 2024
Legal Review	Elizabeth McLean via email	Date:	July 5, 2024
Budget Review	Maddison Wilkerson via email	Date:	July 5, 2024
Finance Review	Stacey Hamm vi email	Date:	July 15, 2024
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Development & Services		
Subject	Dominion Energy Easement Request at 1403 Jim Hamilton Blvd		

RECOMMENDED/REQUESTED ACTION:

Staff recommends providing an easement to Dominion Energy for the location of power at 1403 Jim Hamilton Blvd (R13702-01-30), Richland County owned property.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no anticipated fiscal impact to the County.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Dominion Energy requests an easement at 1403 Jim Hamilton Blvd., at the Richland County property commonly known as Owens Field Park. The park is leased by the City of Columbia who has enlisted Dominion to install new underground cable to power a new restrooms and irrigation.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal: Foster Good Governance

Objective: Collaborate with other governments

ATTACHMENTS:

1. Easement document with exhibit
2. Ordinance

INDENTURE, made this _____ day of _____, 2024 by and between RICHLAND COUNTY, of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Richland, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing 62.89 acres, more or less, and being the same lands conveyed to Grantor, dated or recorded 1/1/1962, and filed in the Register of Deeds office for Richland County in Deed book 330 at Page 131.

The property is located at 1403 Jim Hamilton Blvd., Richland County, SC.

The right of way granted herein is for the installation, operation and maintenance of DESC facilities. These facilities are more fully shown on Exhibit "A" attached hereto, which is by reference only made a part hereof. Thee actual final Right of Way to be determined by the final location of the facilities as installed in accordance with the easement.

TMS: R13702-01-30

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines.

Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

RICHLAND COUNTY

By: _____(SEAL)

Print: _____

Title: _____

1st Witness

2nd Witness

Easement # 905615

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF **RICHLAND**

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named, _____, for **RICHLAND COUNTY**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2024

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **Owens Field Ball Park - Bathroom**

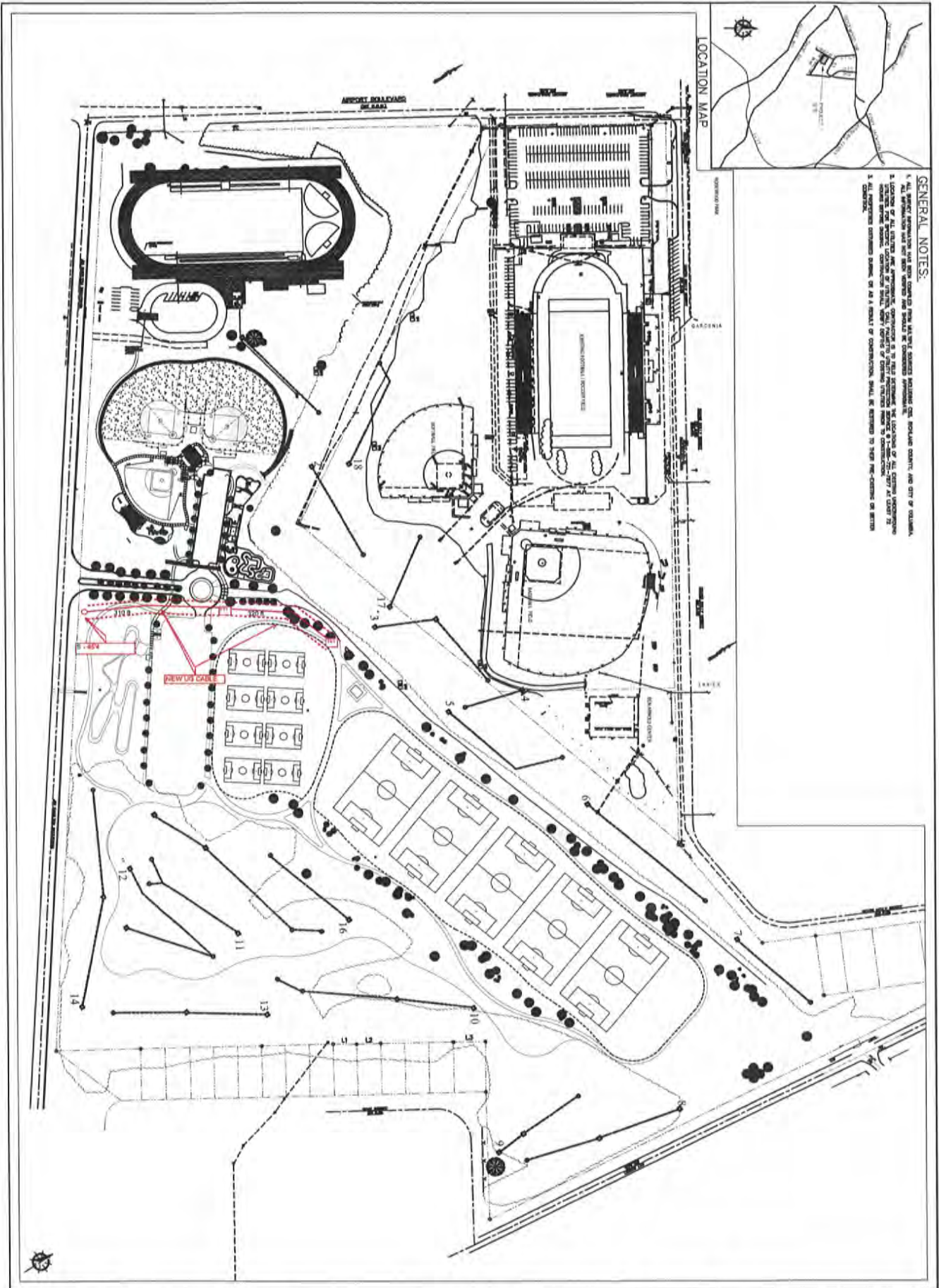
County: **RICHLAND**

R/W File Number: **27333**

Grantor(s): **RICHLAND COUNTY**

Return to: DESC

EXHIBIT "A"



GENERAL NOTES:

1. ALL SURVEY INFORMATION HAS BEEN OBTAINED FROM AIR PHOTO, SURVEY RECORDS AND RECORD PLANS, AND CITY OF OMAHA. ALL INFORMATION HAS BEEN CHECKED AND SHOULD BE CONSIDERED ACCURATE.
2. LOCATION OF ALL UTILITIES HAS BEEN DETERMINED BY FIELD SURVEYING. THE LOCATION OF ALL UTILITIES IS SHOWN ON THIS PLAN. CONSTRUCTION SHALL VERIFY DEPTHS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL EXISTING CONDITIONS SHOWN ON THIS PLAN ARE AS OF THE DATE OF CONSTRUCTION. SHALL BE RETURNED TO THEIR PRE-CONSTRUCTION CONDITION.

SHEET NO. X	SHEET TITLE: OVERALL SITE PLAN	PROJECT TITLE: OWENS FIELD PARK RENOVATIONS (SOCCER FIELDS)	REVISION	
			NO. DATE INITIALS DESCRIPTION	(Empty table for revisions)

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

AN ORDINANCE AUTHORIZING EASEMENT TO DOMINION ENERGY SOUTH CAROLINA, INC. FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF DESC FACILITIES AT 1403 JIM HAMILTON BOULEVARD; RICHLAND COUNTY TMS #13702-01-30(P).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant an easement for the installation, operation, and maintenance of DESC facilities to DOMINION ENERGY SOUTH CAROLINA, INC., located at 1403 Jim Hamilton Boulevard; a portion of Richland County TMS #13702-01-30, as specifically described in the Easement, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Jessica Mackey, Chair

Attest this _____ day of _____, 2024.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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 a company identified for the time being as Project Flare; and other related matters

Notes:

First Reading: July 15, 2024

Second Reading:

Third Reading:

Public Hearing:

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 A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT FLARE; 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, amongst other things, 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, a company identified for the time being as Project Flare, a [_____] organized and existing under the laws of the State of [_____] (the “Company”), has committed to establish a multi-family housing project in the County consisting of approximately 312 units (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Forty Five Million and 00/100 Dollars (\$45,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“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, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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 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 to include the Property in the Park. 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 and delivery of written notice to Fairfield of the inclusion of the Property in the Park, 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.

[End of Ordinance]

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: July 16, 2024
Second Reading: August 27, 2024
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT FLARE

Effective as of: [], 2024

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [_____] , 202[] (“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 a company identified for the time being as Project Flare, a [_____] organized and existing under the laws of the State of [], (as hereinafter defined “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, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

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

WHEREAS, the Company has committed to establish a multi-family housing project in the County consisting of approximately 312 units (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Forty-Five Million and 00/100 Dollars (\$45,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [_____] , 2024 (“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 comprising the Project (“Property”) in the Park; 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, in, 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, including, but not limited to, the Company Public Infrastructure, as defined below, 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 [_____] 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, 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 any and all Company 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 Forty-Five Million and 00/100 Dollars (\$45,000,000) in taxable property in the Project ("Investment Commitment") by [_____] 2029 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the

Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline 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 any or all 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, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the “Non-Workforce Housing Public Infrastructure”), as well as that portion of the overall Project investment attributable to the construction of housing units with rental rates qualifying such units as “workforce housing” (collectively, the “Workforce Housing Public Infrastructure”). For purposes of this Agreement, “workforce housing” shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 30% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning between 80% and 120% of the area median income, as published by Fannie Mae, for the Project location of [_____], [_____], South Carolina.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause to be invested in, the Public Infrastructure as described on Exhibit B hereto (“Company Public Infrastructure”). The Company shall certify actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing to the County’s Economic Development Department (i) with respect to the Non-Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company’s investment in the Non-Workforce Housing Infrastructure portion of the Company Public Infrastructure, and (ii) with respect to the Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation pay applications, invoices, accounting logs, rent rolls, and related documentation, sufficient to reflect the number of housing units comprising the Project that the Company is submitting as “workforce housing” for the purposes of Workforce Housing Public Infrastructure qualification (the “Certified Workforce Housing Unit Level”) as well as the construction costs attributable to such units, all in form and substance reasonably acceptable to the County; provided, however, the Company hereby acknowledges and agrees that the number of such units shall not be less than 50% of the total number of units comprising the Project. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in at least the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County’s Economic Development Department shall have 30 days (“Verification Deadline”) to verify the Company’s investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company 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 Company 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 Deadline (the “Verification Date”), provide to the Company, by written notice,

the County's determination of the verified amount of Company Public Infrastructure investment, including specifically the Certified Workforce Housing Unit Level to be maintained during the Credit Term, as defined on Exhibit C hereto. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs and agreement as to the Certified Workforce Housing Unit Level submitted by the Company, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each 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 on Exhibit C hereto.

(b) On or before each April 30 immediately following the December 31 of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit, the Company shall submit to the County Auditor, with a copy to the County's Economic Development Department, an annual Public Infrastructure Credit certification, substantially in the form of Exhibit D hereto, reflecting the calculation of the Public Infrastructure Credit to which the Company is entitled for such tax year (e.g., December 31, 2025 corresponds to tax year 2026, with a Public Infrastructure Credit certification deadline of April 30, 2026). Following receipt of such certification, 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)** of this Agreement, as may be adjusted pursuant to such certification ("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 Company 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 Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of 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 E, 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, or caused to be invested in, by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. 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 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 failure to place all or a portion of the Project in service by December 31, 2029;

(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** of this Agreement 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 this 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 this 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 the Company 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 interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

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 Company Public Infrastructure and disclaims all liability with respect to the Company 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.

Attn: [_____]
[_____]
[_____]
[_____]
Phone: [_____]
Fax: [_____]

with a copy to

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.540.2188
Fax: 803.727.1469

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 an amount not exceeding Five Thousand and 00/100 Dollars (\$5,000) \$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 LEFT 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, Project Flare, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT FLARE

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[TO BE INSERTED.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes Non-Workforce Housing Public Infrastructure and Workforce Housing Public Infrastructure, as listed below;

<u>Description</u>	<u>Budget</u>
Sewer Improvements	\$200,000
Access Road	\$500,000
Construction costs derived from Certified Workforce Housing Unit Level	

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, or caused to be invested in, by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure; provided further that such 50% Public Infrastructure Credit shall be subject to reduction for any year of the Credit Term for which the Certified Workforce Housing Unit Level is not maintained, as set forth in greater detail, and to the extent required by, Exhibit D hereto.

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 the 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 2.3)

PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION

Reference is made to that certain Public Infrastructure Credit Agreement dated as of [], (the “Agreement”) by and between a company identified for the time being as Project Flare (the “Company”), and Richland County, South Carolina (the “County”). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

I _____, the _____ of the Company, do hereby certify in connection with Section 2.3 of the Agreement, as follows:

(1) Total investment in verified Company Public Infrastructure as of the Verification Date pursuant to Section 2.2(c) of the Agreement is \$_____, of which \$_____ is attributable to Non-Workforce Housing Public Infrastructure and \$_____ is attributable to Workforce Housing Public Infrastructure.

(2) The total Certified Workforce Housing Unit Level as of the Verification Date is _____ units which is equal to _____% of the total units at the Project.

(3) Current area median income as published by Fannie Mae, for the Project location of [_____] [_____] South Carolina is _____ (the “Current AMI Level”).

(4) The total number of Project housing units qualifying as “workforce housing” pursuant to Section 2.2(a) of the Agreement and the Current AMI Level is _____ units (the “Annual Certified Workforce Housing Unit Level”), as evidenced by the accounting logs, rent rolls, and/or related documentation attached hereto.

(5) The aggregate amount of Public Infrastructure Credits previously received by the Company against Fee Payments due with respect to the Project for tax years through Tax Year ____ (i.e., the immediately preceding tax year) is \$_____, which leaves \$_____ in verified Company Public Infrastructure investment eligible to be prospectively paid to the Company through the Public Infrastructure Credits under the Credit Agreement. The Company has received Public Infrastructure Credits against Fee Payments due with respect to the Project for a cumulative total of _____ tax years (exclusive of the tax year for which this certification is being prepared).

(6) (a) The Annual Certified Workforce Housing Unit Level meets or exceeds the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to the full Public Infrastructure Credit of 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year ____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20__, and due to be paid on or about January 15, 20__).

OR

(b) The Annual Certified Workforce Housing Unit Level is less than the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to a Public Infrastructure Credit of less than 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year ____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20__, and due to be paid on or about January 15, 20__), as calculated and illustrated in the formula and example set forth below:

D-1

Formula:

- A. $(\text{Annual Certified Workforce Housing Unit Level} / \text{Certified Workforce Housing Unit Level}) \times 100 = \text{Workforce Housing Shortfall Ratio}$
- B. $50\% \text{ Public Infrastructure Credit} \times \text{Workforce Housing Shortfall Ratio} = \text{applicable Public Infrastructure Credit percentage}$

By way of example, in the event that the Annual Certified Workforce Housing Unit Level is 128 units and the Certified Workforce Housing Unit Level is 160 units resulting in a Workforce Housing Shortfall Ratio of 80, the applicable Public Infrastructure Credit percentage would be 40% (reduced from 50%).

Accordingly, the Company is entitled to a Public Infrastructure Credit of ___% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year _____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20___, and due to be paid on or about January 15, 20___).

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

PROJECT FLARE

By: _____
Name: _____
Its: _____

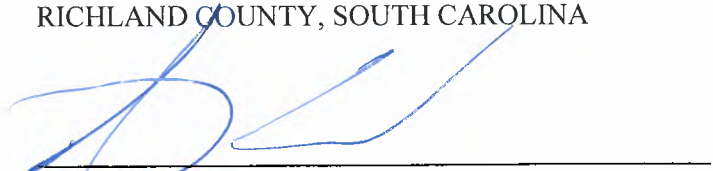
EXHIBIT E (See Section 2.4)

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

See attached.

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

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

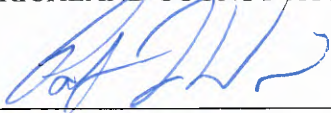
(SEAL)

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:

Community Planning & Development - Conservation - Ganus Conservation Easement Negotiation [EXECUTIVE SESSION]

Notes:

July 23, 2024 – The Administration and Finance Committee recommends directing the Administrator to proceed with negotiations as discussed in Executive Session.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	John McKenzie	Title:	Analyst
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	June 25, 2024	Meeting Date:	July 23, 2024
Legal Review	Christopher Ziegler via email	Date:	July 10, 2024
Budget Review	Maddison Wilkerson via email	Date:	July 3, 2024
Finance Review	Stacey Hamm via email	Date:	July 3, 2024
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Administration & Finance		
Subject	Ganus Conservation Easement Negotiations		

RECOMMENDED/REQUESTED ACTION:

The Richland County Conservation Commission (RCCC) recommends that County Council authorizes the County Administrator to negotiate with the current owners of the property(s) encumbered by the Ganus conservation easement.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds are not required for these negotiations. If funds are needed or accepted, they are available or will be placed in the Conservation Division budget. Fund #1209; Cost Center #4510; Acquisition.

Applicable fund, cost center, and spend category: Fund: 1209
Cost Center: 4510; Acquisition

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no immediate legal issues presented by authorizing County Administration to negotiate with the current easement holders and property owners. Any conclusions or decisions reached through the negotiation period must be approved by County Council and it would be improper to speculate as to the legal implications of a proposed agreement.

It is important to note that statutory authority allows for changes and termination to a conservation easement. The South Carolina Code of Laws provides that a conservation easement may be “released, modified, terminated, or otherwise altered or affected in the same manner as other easements.” S.C. Code Ann. § 27-8-30. The County is not statutorily limited in presenting these options during negotiations but any specific terms must be analyzed before presentation to County Council.

REGULATORY COMPLIANCE:

Any disposition of County-owned real estate must follow the SC Code of Laws and Richland County Ordinance.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County holds conservation easements on many privately-owned properties, generally for the preservation of agriculture, wetlands, forestry, recreation, and/or wildlife habitat activities. The owners of one of the properties with a County held easement approached County staff to request a modification to the terms of the easement. The Richland County Conservation Commission (RCCC) has reviewed the request and recommends that the Council authorize the Administrator to negotiate with the property owner, which may include, but is not limited to, offering the owners the opportunity to buy back and extinguish the easement for reasons outlined below.

The Ganus Easement (TMS R01700-10-04) comprises 14 acres located at approximately 2400 Chapin Rd., Chapin, SC. (see Ganus Easement RCGIS aerial map attached). The easement agreement was recorded on November 30, 2010, and Richland County paid the original owner, the now deceased Mildred Ganus, \$14,000 (\$1,000/ac). In 2023, Ms. Brenda Quick, who inherited the property, subdivided it and sold 11.66 +/- acres to Christopher Ball without notification or permission from the County as required by the terms of the easement. Mr. Ball now desires to subdivide the property again and construct two (2) new homes.

County staff and the Conservation Commission are of the opinion that there is no value in preserving the conservation easement given the relatively small size of the property, and because the easement contemplates the possibility of additional development. The recommendation is to offer the property owners the ability to purchase and extinguish the easement, thus entitling the owners to develop in accordance with the existing Homestead (HM) zoning designation.

Some of the issues requiring resolution include:

1. Failure by the property owner to notify and seek permission from the County to subdivide the original 14 acres described in the conservation easement;
2. The current request by Mr. Ball to resubdivide the 11.66 acres at a future date to construct two single-family dwellings as contemplated in section 8D and section 11 of the conservation easement;
3. Documentation and evidence demonstrating 11.66-acre parcel has legal access to Chapin Rd via the two "buggy path" parcels, and that this access is sufficient for the future development contemplated;
4. The proposed additional structures, utilities, and access will diminish the already limited conservation value of the property; therefore, it may be in the County's interest to sell back the easement and repurpose the funds to a more viable project.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Foster Good Governance

Objectives:

- Develop realistic and achievable goals
- Create a shared vision with agreement by County leadership

ATTACHMENTS:

1. Ganus Easement
2. Ganus Easement RCGIS

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this 30th day of November, 2010; by Mildred A. Ganus (Grantor), having an address of 2400 Chapin Road, Chapin SC 29036 to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of approximately 14 acres listed as Richland County Tax Map #1700-10-04, in Richland County, South Carolina more particularly described on Attachment A.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the Code. Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

Grantor wishes to convey to Grantee, for conservation purposes, a perpetual restriction on the uses which may be made of the Property.

The grant of this Easement will also serve the following "conservation purposes," as such term is defined in Section 170(h) (4) (A) of the Code:

The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments;

The fulfillment of the goals of Richland County Comprehensive Plan, as adopted in 2009, including the protection of quality of life which this easement fulfills by providing an undeveloped buffer to traditional communities of the County.

The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's continued high water quality as a pressing need, with the preservation of this land on a perennial stream in the Wateree Creek Watershed will help to fulfill.

The fulfillment of the Spring Hill Conservation Plan, prepared by The Richland County Planning Commission and adopted by the Richland County Council to recommend and support land preservation in Northwestern Richland County.

The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community, and the preservation of prime farmland soils and lands of 18% critical slope as identified by the U.S. Department of Agriculture and located on the protected property.

Book 1656-2315
2010087521 10/29/2010 11:27 AM 01 Easement
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00



2010087521 Richard W. Rodden Richland County, R.C.C.

The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, or historic resources of the Property are collectively referred to herein as the "conservation values" of the Property.

The conservation values of the Property and its current use and state of improvement are described in a Baseline Report prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement. Copies of the Baseline Report on file at the offices of the Grantee

Grantor intends that the conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

THEREFORE, in consideration of Fourteen Thousand Dollars and no cents (\$14,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

Approximately 14 acres listed as Richland County Tax Map # Map #1700-10-04 in Richland County, South Carolina more particularly described on Attachment A

1. Grant of Conservation Easement

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of the nature and character described herein. Grantor will neither perform, nor knowingly allow other to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Statement of Purpose

The primary purpose of this Easement is to enable the Property to remain in traditional use by preserving and protecting its rural nature and other conservation features. No activity which significantly impairs the conservation purpose of the Property shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement is consistent with the primary purpose stated above, it is also the purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and divide the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

4. Rights to Use Property for Traditional Purposes

Grantor retains the right to use the Property for traditional agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law.

5. Right to Privacy

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

6. Right to Use the Property for Customary Rural Enterprises

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

7. Permission of Grantee

Where Grantor are required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to Grantor' taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the conservation values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

8. Procedure to Construct Building and Other Improvements

Except as otherwise provided herein, Grantor may undertake construction or other improvement of the Property only as provided below. No structures or improvements shall be placed within 100 feet of any water body in order to protect water quality. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its record current.

A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property within the “Developed Area” identified on the Baseline Report. New buildings, structures or improvements proposed for locations outside the “Developed Area” may be built only with the permission of the Grantee.

D) Single-Family Residential Dwellings – The existing residential dwellings may be repaired, reasonably enlarged and replaced at its current location, which is shown on the Baseline Report. There may be two (2) new residential dwellings constructed on the new lots provide for in Section 11 below.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

9. Maintenance and Improvement of Water Sources

Grantor maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and are carried out in accordance with law. The construction of ponds shall be permitted only with the permission of Grantee.

10. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

11. Subdivision

The Property is currently comprised of two parcels as shown in Attachment A. The property may be subdivided to create two (2) new parcels of not more than three (3) acres provided that access to a public road is created as mandated in Richland County Subdivision regulations.

12. Conservation Practices

All agricultural or timbering operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event any time the basic type of agricultural operation on the Property changed or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited.

14. Forest Management

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property, for commercial harvesting and for construction of permitted improvements and fences on the Property. The cutting, removal or harvesting of trees must be in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

15. Mining

Exploration for, or development and extraction of, minerals and hydrocarbons from the Property by any method are prohibited.

16. Paving and Road Construction

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee

17. Hazardous Waste

No waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property.

18. Ongoing Responsibilities of Grantor and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any other way affect any obligations of Grantor as owner of the Property, including but not limited to, the following:

(a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all lose, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

19. Extinguishment of Development Rights

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

20. Enforcement

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. A permanent easement granting access to the protected property by the Grantee for the right of inspection is hereby granted and such right of access shall be included with all future transfers of the property. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation.

Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the conservation values of the Property, Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:

- (a) money damages, including damages for loss of the conservation values protected by this Easement; and
- (b) restoration of the Property to its condition existing prior to such violation

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limiting to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

21. Transfer of Easement

Grantee shall have, with the permission of the Grantor, the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement. Grantor shall not unreasonably withhold approval of such a transfer.

22. Transfer of Property

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

23. Amendment of Easement

This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Grantee's easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with all applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.

24. Extinguishment

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

25. Proceeds

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 24 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Grantor shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.

All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.

26. Interpretation

This Easement shall be interpreted under the laws of the State of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

27. Successors

Every provision of this Easement that applies to Grantor and Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

28. Severability

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

29. Notices

Any notices required by this Easement shall in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses or such other addresses as the parties may designate by notice:

To Grantor:
Mildred A. Ganus
2400 Chapin Road
Chapin, SC 29036

To Grantee:
Director
Richland County Conservation Commission
P.O. Box 918
Columbia, SC 29201

30. Grantor's Title Warranty

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except and hereby promise to defend the same against all claims that any be made against it.

31. Subsequent Liens on Property

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.

32. Subsequent Encumbrances

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise or impair the conservation values of the Property is prohibited, except with the permission of Grantee.

33. Other Applicable Laws and Regulations

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

34. Grantor' Environmental Warranty

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorney's fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

34. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

35. Acceptance

As approved by the Richland County Council and the signature of its Chairman affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

SIGNITURES ON FOLLOWING PAGES

Witness:

Cathy Rae Troutman

Mildred A. Ganus
Mildred A. Ganus

[Signature]

Acknowledgments

County of Richland
State of South Carolina,

mildred A. Ganus

Personally appeared before me _____ on this 30 day of November, 2010, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

[Signature]

Notary Public (SEAL)
My commission expires:

08.27.2017

Accepted:

Witness:

Michelle Orley

Richland County Council

By Paul Livingston

Council Chair

Its


Elizabeth A. Mc

County of Richland)
State of South Carolina)

Acknowledgments

County of Richland)
State of South Carolina,

Personally appeared before me Paul Livingston on this 30th day of November, 2010, and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is his/her free act and deed.

Michelle Orley 
Notary Public (SEAL)

My commission expires: 5-28-13

Richland County Attorney's Office

Elizabeth A. Mc
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

EXHIBIT A

Approximately 14 acres listed as Tax Map # TMS01700-10-04 in Richland County, South Carolina more particularly described as Parcel A on a plat by Bostick Land Surveyors, SCPLS 4786 for Mildred A. Ganus, Cathy Rae Troutman and Roger K. Troutman on August 8, 2010 and recorded in the Office of the Richland County Register of Deeds on August 25, 2010 at Book 1627-968.

Book 1632-3036

2010061302 09/20/2010 14:39:04:880

Deed

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00



2010061302 Richard W. Rodden

Richland County R.O.D.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

TITLE TO REAL ESTATE
(No Title Examination)

KNOW ALL MEN BY THESE PRESENTS, That

MILDRED A. GANUS

(hereinafter called "Grantor"), in the State aforesaid, for and in consideration of the sum of FIVE AND 00/100 (\$5.00) dollars and love and affection to the grantor paid at and before the sealing of these presents, by

CATHY RAE TROUTMAN AND ROGER K. TROUTMAN
As Joint Tenants with Right of Survivorship and Not as Tenants in Common

(hereinafter called "Grantees") in the State aforesaid (the receipt of which is hereby acknowledged), has granted, bargained, sold, and released unto the Grantees, their heirs and assigns:

All that certain piece, parcel, or lot of land, situate, lying, being, and fronting on Old Hilton Road in the County of Richland, State of South Carolina and being more particularly shown and delineated as Parcel B-2 on a plat prepared for Mildred A. Ganus, Cathy Rae Troutman, and Roger K. Troutman by Bostick Surveying, Inc. dated August 19, 2010, recorded on August 29, 2010 in Record Book 1627 page 968, Office of the Register of Deeds for Richland County and having such measurements and boundaries as shown on said survey which is incorporated herein by reference.

This is a portion of the property devised to the Grantor herein by Heber L. Meetze which case was probated in the Richland County Probate Court as file number 86-ES-40-254 and evidenced by Description of Real Estate recorded in deed book D-830 at page 940.

TMS# Portion of 01700-10-04

Grantee's Address: 1132 Old Hilton Road
Chapin, S.C. 29036

This conveyance is made subject to existing easements and to covenants, conditions, restrictions, and easements of record, including, but not limited to, any shown on recorded plats.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantees, as Joint Tenants with Right of Survivorship and Not as Tenants in Common.

Witness:

Mildred A. Lanus

Roger K. Troutman
Roger K. Troutman

[Signature]

Cathy Rae Troutman
Cathy Rae Troutman

Acknowledgments

County of Richland

State of South Carolina,

Roger K. Troutman + Cathy Rae Troutman

Personally appeared before me _____ on this 30 day of November, 2010, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

[Signature]

Notary Public (SEAL)

My commission expires:

08-27-2017

Witness:

Cathy Rae Troutman

Mildred A. Ganus
Mildred A. Ganus

[Signature]
Acknowledgments

County of Richland
State of South Carolina,

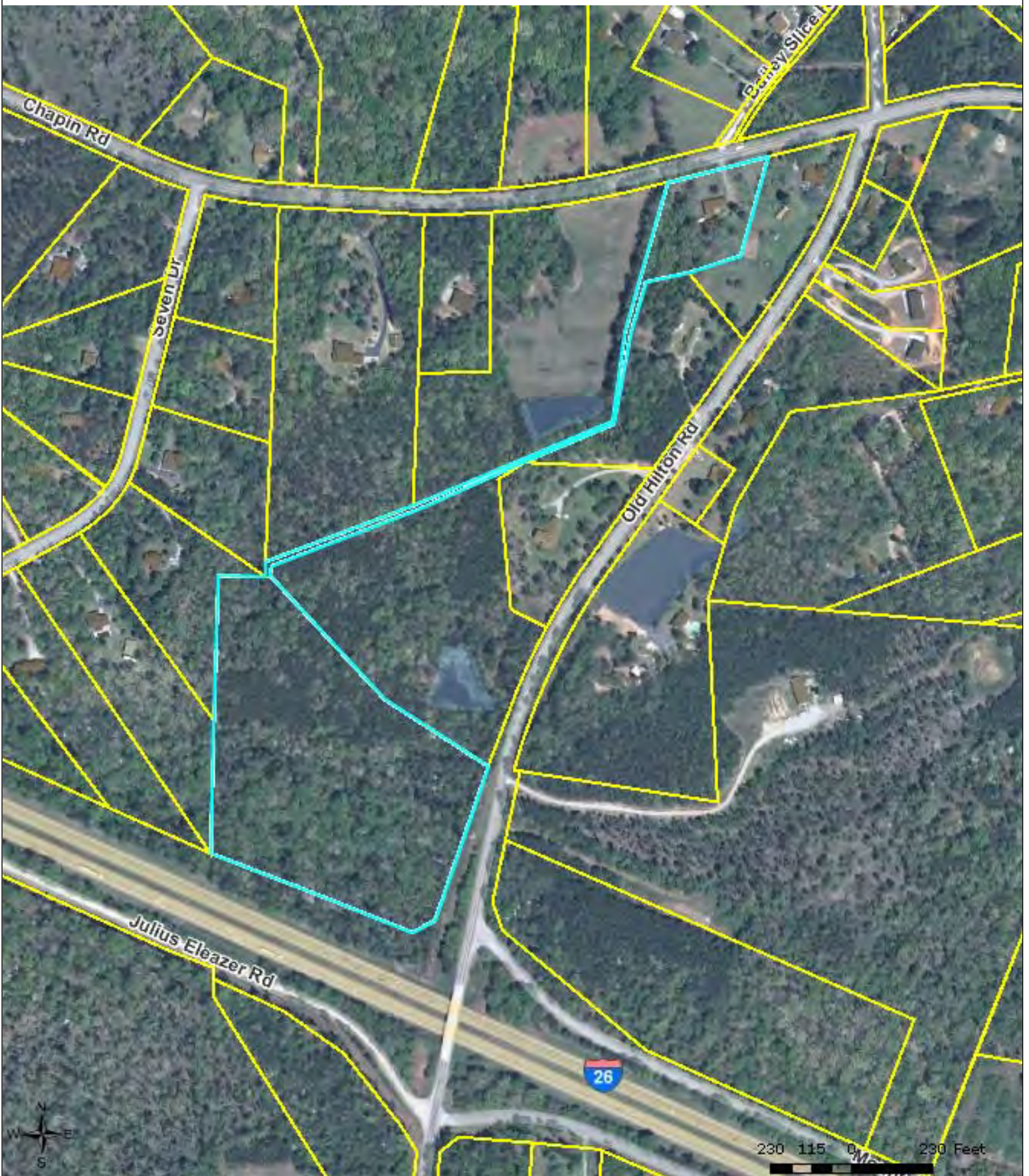
mildred A. Ganus

Personally appeared before me _____ on this 30 day of November, 2010, and
acknowledged that all material statements of fact in the foregoing Deed of Conservation
Easement are true to the best of his/her knowledge and belief, and that the execution of said
Deed of Conservation Easement is his/her free act and deed.

[Signature]
Notary Public (SEAL)
My commission expires:

08.27.2017

Ganus Easement - 2400 Old Hilton Rd Chapin, SC 29036 - R01700-10-04



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**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
KELLY KATHLEEN WRIGHT AS CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT: Kelly Kathleen Wright is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon her by the governing body of this County, including the enforcement of the County's animal control regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Kelly Kathleen Wright shall not perform any custodial arrests in the exercise of their duties as code enforcement officer. This appointment shall remain in effect only until such time as Kelly Kathleen Wright is no longer employed by Richland County to enforce the County's animal control regulations.

ADOPTED THIS 27th DAY OF AUGUST, 2024.

Jessica Mackey - Chair
Richland County Council District 9

ATTEST this 27th day of August, 2024

Anette A. Kirylo
Richland County Clerk to Council

Richland County Attorney's Office

Tud Gonzales

07/25/2024

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



REQUEST OF ACTION

Subject: FY25 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$8,000** for District 5.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 7,650
ColaJazz Foundation	\$ 5,000
Central Midlands Development Corporation	\$ 3,000
Total Allocation	\$ 8,000
FY25 Approved Allocations YTD	\$ 20,000
Remaining FY2025 Balance	\$ 62,075

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
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 6 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$3,000** for District 6.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$300,000
Central Midlands Development Corporation	\$ 3,000
Total Allocation	\$ 3,000
FY25 Approved Allocations YTD	\$ 30,000
Remaining FY2025 Balance	\$349,425

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
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,500** for District 8.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 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 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$142,800
SC UpLift Community Outreach	\$ 5,000
Richland County Recreation Foundation	\$ 5,500
Ridgeview High School	\$ 5,000
Total Allocation	\$ 15,500
FY25 Approved Allocations YTD	\$ 0
Remaining FY2025 Balance	\$209,725

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
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$43,500** for District 9.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$232,935
Cola Rosé Shower	\$ 5,000
SC UpLift Community Outreach	\$ 2,500
Richland County Recreation Foundation	\$ 7,500
Ridgeview High School	\$ 20,000
Palmetto Place Children & Youth Services	\$ 2,500
Pink & Green Community Service Foundation	\$ 6,000
Total Allocation	\$ 43,500
FY25 Approved Allocations YTD	\$ 0
Remaining FY2025 Balance	\$271,860

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
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$3,000** for District 11.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 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
FY2024 Remaining	\$174,552
Central Midlands Development Corporation	\$ 3,000
Total Allocation	\$ 3,000
FY25 Approved Allocations YTD	\$ 0
Remaining FY2025 Balance	\$253,977

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
- 3rd Reading of the Budget FY25- June 18, 2024

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.