

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY FEBRUARY 4, 2025

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024-2025



Derrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen D. Barron
District 7



Tyra Little
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Tish Dozier Alleyne
District 8



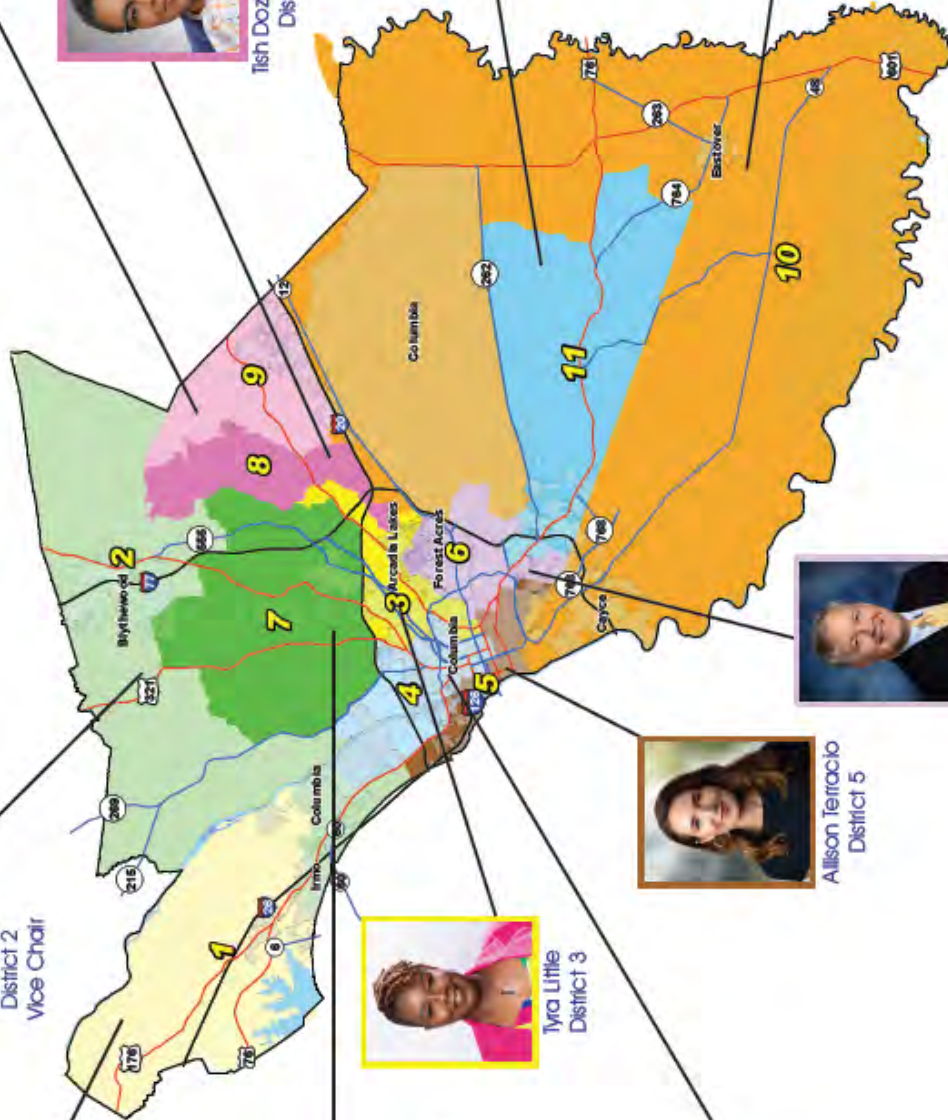
Chakísse Newton
District 11



Cheryl D. English
District 10



Jessica Mackley
District 9
Chair





**Richland County
Regular Session**

AGENDA

February 4, 2025 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Jesica Mackey, Chair
Richland County Council
 - a. ROLL CALL
2. **INVOCATION** The Honorable Jesica Mackey
3. **PLEDGE OF ALLEGIANCE** The Honorable Jesica Mackey
4. **PRESENTATION OF RESOLUTIONS**
 - a. Resolution Recognizing William H. Peters upon his retirement for his years of exceptional service to Richland County The Honorable Jesica Mackey
5. **APPROVAL OF MINUTES** The Honorable Jesica Mackey
 - a. Special Called Meeting: December 10, 2024
[PAGES 9-12]
 - b. Zoning Public Hearing: December 17, 2024
[PAGES 13-15]
 - c. Special Called Meeting: January 2, 2025
[PAGES 16-17]
6. **ADOPTION OF AGENDA** The Honorable Jesica Mackey
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,
County Attorney

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

 - a. Courthouse Security [Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(2)]
 - b. Property Inquiry - NE/S Lyke Ln, TMS # R06400-01-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

- c. Update on Public Private Partnership [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
- d. Detention Center Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- e. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) & (a)(5)]

8. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

9. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Updates for Consideration:
 - 1. General Updates
 - 2. Strategic Planning Forum Recap [\[PAGE 18\]](#)
 - 3. Comprehensive Plan Update [\[PAGES 19-20\]](#)

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Jesica Mackey

- a. Welcome of New Councilmembers

13. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. Case #24-033MA
John Conroy Lunan
GC to R3 (0.38 Acres)
266 Rabon Road
TMS #R17116-01-99 {District 7} [SECOND READING] [\[PAGES 21-22\]](#)

- b. Case #24-035MA
Robert Christopher Lee
GC to RT (0.97 Acres)
511 Ross Road
TMS #R17107-03-03 {District 7} [SECOND
READING] [PAGES 23-24]
- c. Case #24-042MA
Christopher Knight
AG to HI (52.71 Acres)
5801 Bluff Road
TMS #R18600-01-01(p) {District 10} [SECOND
READING] [PAGES 25-26]
- d. Department of Public Works - Airport - S Pickens
Townhome Development Easement
[PAGES 27-33]

14. FIRST READING ITEM

The Honorable Jesica Mackey

- a. An ordinance amending the Tourism Development and Accommodations Tax Funds in the FY 2025 Budget Ordinance (No. 018-24HR) of Richland County, South Carolina [PAGES 34-39]

15. REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

The Honorable Chakisse Newton

- a. For the purpose of preserving the historical character of the Olympia neighborhood, I move to within 12 months create a neighborhood character overlay in tandem with an update to the neighborhood plan for the Olympia neighborhood. During this time a moratorium on new construction, rezoning, demolition, and substantial rehabilitation (50% or more of lot area, building square footage, change in use) will be in place. [TERRACIO - October 15, 2024] *{Please see the Notes Section on p. 40 for the committee's recommendation}* [PAGES 40-52]

16. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Paul Livingston

- a. Upper Township Magistrate - Magistrate Pay Plan [PAGES 53-90]

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. A Resolution (1) approving the assignment to Fresh Express Acquisitions LLC, Fresh Express Incorporated, and Bona Mobilia LLC of all the rights,

interests, and obligations of McEntire Produce, Inc., R. C. McEntire, Trucking, Inc. and McEntire Limited Partnership under certain fee agreements between McEntire Produce, Inc., R. C. McEntire Trucking, Inc., McEntire Limited Partnership and Richland County, South Carolina, (2) authorizing the County's execution and delivery of an assignment and assumption of fee agreements in connection with such assignment; and (3) authorizing other matters related thereto
[\[PAGES 91-99\]](#)

b. Authorizing the grant of an option to acquire certain real property owned by Richland County, South Carolina to Mark Anthony Brewing, Inc.; authorizing the transfer of such real property on the exercise of the option by Mark Anthony Brewing, Inc., and the satisfaction of certain conditions as set forth in the option agreement; and other matters related thereto
[FIRST READING] [\[PAGES 100-1116\]](#)

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 County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Killian Woods Development, LLC; and other related matters [FIRST READING] [\[PAGES 117-142\]](#)

18. OTHER ITEMS

The Honorable Jessica Mackey

a. FY25 - District 5 Hospitality Tax Allocations
[\[PAGES 143-144\]](#)

1. Ann Brodie's Carolina Ballet - \$5,000

2. Richland Library - \$5,000

b. FY25 - District 11 Hospitality Tax Allocations
[\[PAGES 145-146\]](#)

1. LR Sweet Potato Festival - \$15,000

19. EXECUTIVE SESSION

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

Patrick Wright,
County Attorney

20. MOTION PERIOD

The Honorable Tyra Little

a. I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance

21. ADJOURNMENT

The Honorable Jesica Mackey



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



Richland County Council
Special Called
MINUTES
December 10, 2024 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jessica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Patrick Wright, Jennifer Wladischkin, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Michael Maloney, Tamar Black, Ashley Fullerton, Michelle Onley, Angela Weathersby, John Thompson, Venyke Harley, Stacey Hamm, Lori Thomas, Quinton Epps, Bill Davis, Kenny Bowen, Jackie Hancock, Cheryl Johnson, Michael Byrd, Crystal Hill, Susan O’Cain, and Jeff Ruble.

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Chakisse Newton.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Chakisse Newton.
4. **APPROVAL OF MINUTES**
 - a. Regular Session: December 3, 2024 – Mr. Weaver moved to approve the minutes as distributed, seconded by Ms. McBride.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Mackey, English, and Newton
The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Mr. Patrick Wright, County Attorney, requested to add the Alvin S. Glenn Detention Center Legal Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
Ms. Barron moved to adopt the agenda as amended, seconded by Mr. Branham.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Mackey, English, and Newton
The vote in favor was unanimous.
6. **PRESENTATION OF RESOLUTION**
 - a. Resolution Honoring Jayme Hill – Ms. English moved to adopt a resolution honoring Jayme Hill, seconded by Ms. Barron.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Mackey, English, and Newton
The vote in favor was unanimous.
Ms. English read the resolution into the record.
7. **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. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - b. Property Inquiry – 120 Clemson Road, Columbia, SC 29229, TMS #R25608-01-38 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) and 30-4-70(a)(5)]

- c. Condemnation of TMS #R37100-01-19 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- d. Condemnation of TMS #R34500-02-03 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- e. Alvin S. Glenn Detention Center [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

8. **CITIZENS' INPUT**

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

9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
 - 1. Chief Aubrey Jenkins, Columbia-Richland Fire Service, thanked Council for their continued support to the Columbia – Richland Fire Department community events.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration:
 - 1. *Comprehensive Plan* – Mr. Leonardo Brown, County Administrator, staff will hold the first public forum on Monday, December 16th, at the Richland Library Main Branch. Citizens are invited to drop in between 5:00 PM and 7:00 PM to learn more about the comprehensive planning process and provide their thoughts on growth and development. Residents who cannot attend the forum are encouraged to complete the survey and provide feedback on the idea board at www.richlandonline.com/reimaginerichland. The survey will remain open throughout the remainder of the year. In addition, staff is working to arrange additional opportunities for citizens to engage.
 - 2. *Midlands Workforce Development – Workforce Innovation and Opportunity Act Regional Plan* – Mr. Brown stated this item does not require action but is being provided for informational purposes.
- 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. *Utilities – Elevated Water Tank* – Mr. Bill Davis, Utilities Director, stated ARPA funding provided \$2M to build a tank for our system. Over the next three or four years, they anticipate doubling the water system’s capacity. The tank will allow us to maintain and manage the systems. The request is to approve the award of a contract to Caldwell Tanks, Inc. at a cost of \$3,171,000.

Ms. English moved to approve the contract to Caldwell Tanks, Inc. for \$3,171,000, seconded by Ms. Barron.

Ms. Barron expressed her appreciation for Director Davis’ innovative solutions.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- 2. *Economic Development – Website and Brand Refresh* – Mr. Jeff Ruble, Economic Development Director, noted the Economic Development Department’s brand and logo were developed in 2010/2011. He indicated they had gone through the RFP process, and the highest-ranked offeror was BLKDOG|Black Dog Designs.

Mr. Livingston moved to approve the selection of a website and branding firm to create a new standalone website and provide the Economic Development Department with a brand refresh. Also, authorize the County Administrator to execute website and brand refresh contracts. Seconded by Ms. English.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- 3. *Community Planning & Development – Conservation Division – City of Cayce Mitigation Credit Sales*

4. *Community Planning & Development – Conservation Division – Blythewood Industrial Park*
Mr. Quinton Epps, Community Planning & Development Division Manager, stated the recommendation is for approval of a request from the City of Cayce to purchase 2.1 wetland credits for the construction of the Karlaney Outfall Project and a request from BCP Blythewood, LLC to purchase 5.243 wetland credits for the construction of the Blythewood Industrial Park Site at a rate of \$20,000 per credit, which is the standard for all credits. He indicated the City of Cayce proceeds will go to the Transportation Penny, and the Blythewood Industrial Park Site proceeds will go back to Economic Development.

Ms. English moved to approve Items 10(b)(3) and 10(b)(4), seconded by Ms. Barron.

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

The vote in favor was unanimous.

Ms. Terracio moved to reconsider Items 10(b)(3) and 10(b)(4), seconded by Ms. Barron.

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

The motion for reconsideration failed.

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

12. **REPORT OF THE CHAIR** – Ms. Mackey noted this is the last Council meeting of the year and Ms. McBride’s last Council meeting.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Authorizing the execution and delivery of an amendment to the infrastructure credit agreement by and between Richland County, South Carolina, and Gable Oaks Housing Associates LP; and other related matters – No one signed up to speak.

14. **THIRD READING ITEMS**

- a. An Ordinance Authorizing the execution and delivery of an amendment to the infrastructure credit agreement by and between Richland County, South Carolina, and Gable Oaks Housing Associates LP; and other related matters – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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

- a. An Ordinance approving the sale of certain property located on Farrow Road; and other matters related thereto [BY TITLE ONLY] – Mr. Livingston moved to refer this item back to the Economic Development Committee, seconded by Mr. Branham.

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

The vote in favor was unanimous.

16. **OTHER ITEMS**

- a. FY25 – District 5 Hospitality Tax Allocations (Congaree Vista Guild - \$5,000)

- b. FY25 – District 3 Hospitality Tax Allocations (CA Johnson - \$24,000)

Ms. Newton moved to approve Items 16(a) and (b), seconded by Ms. Terracio.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 16(a) and (b), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

17. **EXECUTIVE SESSION** – Mr. Livingston moved to go into Executive Session, seconded by Ms. Mackey.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Mackey, English, and Newton
The vote in favor was unanimous.

*Council went into Executive Session at approximately 6:38 PM
and came out at approximately 7:00 PM*

Ms. Barron moved to come out of Executive Session, seconded by Mr. Livingston.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Mackey, English, and Newton
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. Project Connect Property Update Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- b. Property Inquiry – 120 Clemson Road, Columbia, SC 29229, TMS #R25608-01-38 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) and 30-4-70(a)(5)] – No action was taken.
- c. Condemnation of TMS #R37100-01-19 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- d. Condemnation of TMS #34500-02-03 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

Mr. Branham moved to authorize the Administrator to proceed with the course of action discussed in Executive Session regarding Items 7(c) and (d), seconded by Ms. Terracio.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Mackey, English, and Newton
The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 7(c) and (d), seconded by Ms. Newton.

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Mackey, English, and Newton
The motion for reconsideration failed.

- e. Alvin S. Glenn Detention Center Legal Update – No action was taken.

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

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Mackey, English, and Newton
The vote in favor was unanimous.
The meeting was adjourned at approximately 7:02 PM.



Richland County Council
Zoning Public Hearing
MINUTES
December 17, 2024 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jessica Mackey, Chair; Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, and Cheryl English

NOT PRESENT: Jason Branham, Derrek Pugh, and Chakisse Newton

OTHERS PRESENT: Geo Price, Angela Weathersby, Anette Kirylo, Michelle Onley, Tina Davis-Gooden, Jackie Hancock, Kyle Holsclaw, Kenny Bowen, Tommy DeLage, Synthia Williams, Aric Jensen, and Patrick Wright

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.
3. **WITHDRAWALS/DEFERRALS** – Ms. Barron moved to defer the following cases until the February 2025 Zoning Public Hearing:
 1. Case 24-021MA, Heather Elenbaum, M-1 to R4 (83.75 Acres), 1723 Hard Scrabble Road and N/S Hard Scrabble Road, TMS #R17301-01-01 and 02, R17302-01-01 and 02
 2. Case 24-036MA, Madison Pickrel, HI to R5 (13.11 Acres), N/SS Rabon Road, TMS #R17210-03-04
 3. Case 24-037MA, Madison Pickrel, R2 to R3 (1.3 Acres), N/S Rabon Road, TMS #17209-01-05
 4. Case 24-038MA, Madison Pickrel, R2 to R3 (12.93 Acres), 424 Rabon Road, TMS #17209-01-02
 5. Case 24-042AMA, Gene Pierce, AG and HM to R3 (51.52 Acres), 1519 and 1525 Hard Scrabble Road, TMS #R14600-03-63 and R14600-03-25

Mr. Weaver seconded the motion for deferral.

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

Not Present: Branham, Pugh, and Newton

The vote in favor was unanimous.

4. **ADOPTION OF AGENDA** – Ms. Barron moved to adopt the amended agenda, seconded by Mr. Weaver.

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

Not Present: Branham, Pugh, and Newton

The vote in favor was unanimous.

5. **OPEN PUBLIC HEARING**

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

1. **Case # 24-021MA**
Heather Elenbaum
M-1 to R4 (83.75 Acres)
1723 Hard Scrabble Road and N/S Hard Scrabble Road
TMS # R17301-01-01 and 02, R17302-01-01 and 02
[District 7 – BARRON] [FIRST READING]

The item and public hearing were deferred to the February 2025 Zoning Public Hearing.

2. **Case #24-033MA**
 John Conroy Lunan
 GC to R3 (.38 Acres)
 266 Rabon Road
 TMS #R17116-01-09
[District 7 – BARRON] [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.
 Ms. Barron moved to approve the rezoning request, seconded by Ms. English.
 In Favor: McBride, Livingston, Terracio, Weaver, Barron, Mackey, and English
 Not Present: Branham, Pugh, and Newton
 The vote in favor was unanimous.
3. **Case #24-035MA**
 Robert Christopher Lee
 CG to RT (0.97 Acres)
 511 Ross Road
 TMS #R17107-03-03
[District 7 – BARRON] [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.
 Ms. Barron moved to approve the rezoning request, seconded by Ms. McBride.
 In Favor: McBride, Livingston, Terracio, Weaver, Barron, Mackey, and English
 Not Present: Branham, Pugh, and Newton
 The vote in favor was unanimous.
4. **Case #24-036MA**
 Madison Pickrel
 HI to R5 (13.11 Acres)
 N/SS Rabon Road
 TMS #R17210-03-04
[District 7 – BARRON] [FIRST READING]
 The item and public hearing were deferred to the February 2025 Zoning Public Hearing.
5. **Case #24-037MA**
 Madison Pickrel
 R2 to R3 (1.3 Acres)
 N/S Rabon Road
 TMS #R17209-01-05
[District 8 – BARRON] [FIRST READING]
 The item and public hearing were deferred to the February 2025 Zoning Public Hearing.
6. **Case #24-038MA**
 Madison Pickrel
 R2 to R3 (12.93 Acres)
 424 Rabon Road
 TMS #R17209-01-02
[District 8 – BARRON] [FIRST READING]
 The item and public hearing were deferred to the February 2025 Zoning Public Hearing.
7. **Case #24-042MA**
 Christopher Knight
 AG to HI (52.71 Acres)
 5801 Bluff Road
 TMS #R18600-01-01p
[District 10 – ENGLISH] [FIRST READING]
 Ms. Mackey opened the floor to the public hearing.

1. Christopher Knight, 1535 Basil Road, Swansea, SC 29160 – In Favor
2. Nancy Parr, 3117 Wilmot Avenue, Columbia, SC 29205 – In Favor
3. Edgar Fields, 1091 Landon Place Drive, Columbia, SC 29229 – In Favor
4. Tamera Warren, 216 Knight Valley Circle, Columbia, SC 29209 – Opposed
5. Tiffany Ridges, 1208 Bush River Road, Columbia, SC 29212 – Opposed
6. Elaine Cooper, 3105 Dalloz Road, Columbia, SC 29204 – Opposed
7. John Grego, 830 Old Woodlands Road, Columbia, SC 29209 – Opposed
8. Pamela Greenlaw, 916 Ontario Drive, West Columbia, SC 29169 – Opposed
9. Neal Polhemus, 1122 Pope Street, Columbia, SC 29201 – Opposed
10. Cynthia Green, 1037 Congaree Church Road, Gadsden, SC 29052 – Opposed
11. Robert Reese, 204 Sonoma Drive, Hopkins, SC 29061 – Opposed

Ms. English moved to approve the rezoning request, seconded by Mr. Weaver.

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

Not Present: Branham, Pugh, McBride, and Newton

The vote in favor was unanimous.

8. **Case #24-044MA**

Gene Pierce
 AG and HM to R3 (51.52 Acres)
 1519 and 1525 Hardscrabble Road
 TMS #R14600-03-63 and R14600-03-25
[District 8 – BARRON] [FIRST READING]

The item and public hearing were deferred to the February 2025 Zoning Public Hearing.

9. **Case #24-046MA**

Todd P. Corley
 M-1 to HI
 Wessinger Road
 TMS #R12000-02-07 and 08
[District 8 – BARRON] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

No one signed up to speak.

Ms. Barron moved to deny the rezoning request, seconded by Ms. English.

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

Not Present: Branham, Pugh, McBride, and Newton

The vote in favor was unanimous.

10. **Case #24-052MA**

DuBose Williamson
 HM to GC (19.83 Acres)
 10141 Wilson Blvd.
 TMS #R14800-05-11
[District 8 – BARRON] [FIRST READING]

The item and public hearing were deferred to the February 2025 Zoning Public Hearing.

6. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. English.

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

Not Present: Branham, Pugh, and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 7:43 PM.



Richland County Council
Special Called
MINUTES
January 2, 2025 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jessica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Tyra Little, Paul Livingston, Don Weaver, Gretchen Barron, Tish Dozier-Alleyne, Cheryl English, and Chakisse Newton

NOT PRESENT: Allison Terracio

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Patrick Wright, Jennifer Wladischkin, Aric Jensen, Kyle Holsclaw, Tamar Black, Ashley Fullerton, Michelle Onley, Angela Weathersby, Stacey Hamm, Lori Thomas, Kenny Bowen, Jackie Hancock, Sarah Harris, Andy Haworth, and Phillip Harris

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jessica Mackey.
4. **ADOPTION OF AGENDA** – Ms. Newton moved to adopt the agenda as published, seconded by Mr. Livingston.
In Favor: Branham, Pugh, Little, Livingston, Weaver, Barron, Alleyne, Mackey, English, and Newton
Not Present: Terracio
The vote in favor was unanimous.
5. **ELECTION OF CHAIR**
 - a. Ms. English moved to nominate Ms. Mackey for the position of Chair, seconded by Mr. Livingston.
In Favor: Branham, Pugh, Little, Livingston, Weaver, Barron, Alleyne, Mackey, English, and Newton
Not Present: Terracio
The vote in favor was unanimous.
6. **ELECTION OF VICE-CHAIR**
 - a. Mr. Weaver moved to nominate Mr. Pugh for the position of Vice-Chair, seconded by Ms. Barron.
In Favor: Branham, Pugh, Little, Livingston, Weaver, Barron, Alleyne, Mackey, English, and Newton
Not Present: Terracio
The vote in favor was unanimous.
7. **SELECTION OF SEATS**
 - a. As per Council Rule 3.1 – Seating, at the first regular or special called meeting in January, Council members shall select their seats based first on seniority in years of continuous service and then in alphabetical order.

Order of seats selected from left to right:

1. English
2. Alleyne
3. Branham
4. Barron
5. Pugh
6. Mackey
7. Livingston
8. Little
9. Weaver
10. Terracio
11. Newton

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

In Favor: Branham, Pugh, Little, Livingston, Weaver, Barron, Alleyne, Mackey, English, and Newton

Not Present: Terracio

The vote in favor was unanimous.

The meeting was adjourned at approximately 6:09 PM.



Report of the County Administrator

REGULAR SESSION *Tuesday, February 4, 2025*

ITEMS FOR EXECUTIVE SESSION:

PROPERTY INQUIRY – NE/S LYKES LN, TMS#R06400- 01-01 [PURSUANT TO S.C. CODE OF LAWS, SEC. 30-4-070(A)(2)]

UPDATES FOR CONSIDERATION:

GENERAL UPDATES

STRATEGIC PLANNING FORUM RECAP

Richland County Council, County Administration, and members of senior staff attended the 2025 County Council Strategic Planning Forum in Rock Hill, South Carolina from January 15 – January 17, 2025. The County’s annual Strategic Planning Forum offers County Council and staff the opportunity to review the County’s Strategic Plan and encourages collaboration on the upcoming year’s efforts to further achieve its initiatives.

The County Administrator opened the Forum with a “State of the County” address followed by several staff presentations. The Council received updates on recent capital improvement projects, a snapshot of the County’s finances, and efforts to improve resident engagement and service provision.

City of Rock Hill staff hosted the Forum’s attendees on a tour of its BMX Supercross Track, its Velodrome, and Manchester Meadows, providing the attendees with a look into its recreational tourism opportunities and income-generating park infrastructure.

Staff concluded the Forum by providing the Council with a year-in-review of the County’s Strategic Plan goals & objectives.

COMPREHENSIVE PLAN UPDATE

ATTACHMENTS:

1. Project Status Update: Comprehensive Plan Update



Project Update

Prepared by:	Synithia Williams	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	January 28, 2025	Meeting Date:	February 4, 2025
Approved for Consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee/Meeting:	Regular Session		
Agenda Item/Council Motion:	Comprehensive Plan Update		

EXECUTIVE SUMMARY (NARRATIVE STATUS):

Below is a list of the dates and locations of meetings and/or townhalls where staff presented or distributed information about the Comprehensive Plan:

December 9, 2024	Comprehensive Plan flyers distributed to the Greenview (Dist. 3), Forest Heights (Dist. 7), and Emerald Valley (Dist. 4) Neighborhoods.
December 10, 2024 and January 3, 2025	Comprehensive Plan information and survey was included in the City of Columbia’s Columbia Compass newsletter.
December 12, 2024	Distributed Comprehensive Plan flyers at the Neighborhood Enrichment Grant training.
December 16, 2024	Public Forum 1, Richland County Library Assembly Street
December 17, 2025	Distributed Comprehensive Plan flyers at the Neighborhood Holiday Drop In.
December 18, 2024	Columbia Chapter of the REAL Professionals Network, Columbia SC
January 7, 2025	Comprehensive Plan Public Drop In, Parklane Adult Activity Center
January 9, 2025	Distributed Comprehensive Plan flyers at the Neighborhood Enrichment Grant training.

January 13, 2025	Comprehensive Plan Public Drop In, Garners Ferry Adult Activity Center
January 16, 2025	Lexington Medical Center distributed the Comprehensive Plan website and survey information to the practice managers at their Richland County locations and asked them to help spread the word by sharing with employees.
January 16, 2025	Distributed Comprehensive Plan flyers at the Neighborhood Enrichment Grant training.
January 27, 2025	Comprehensive Plan Presented at the District 1 Town Hall Meeting
February 3, 2025	Invitation to present the Comprehensive Plan to the Ballentine Community Association

Richland County Council Request for Action

Subject:

Case #24-033MA
John Conroy Lunan
GC to R3 (0.38 Acres)
266 Rabon Road
TMS #R17116-01-99 {District 7}

Notes:

First Reading: December 17, 2024
Second Reading:
Third Reading:
Public Hearing: December 17, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-25HR

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 # R17116-01-09 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL THREE DISTRICT (R3); 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 # R17116-01-09 from General Commercial District (GC) to Residential Three District (R3).

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 _____, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2025

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: December 17, 2024
First Reading: December 17, 2024
Second Reading: February 4, 2025
Third Reading: February 11, 2025

Richland County Council Request for Action

Subject:

Case #24-035MA
Robert Christopher Lee
GC to RT (0.97 Acres)
511 Ross Road
TMS #R17107-03-03 {District 7}

Notes:

First Reading: December 17, 2024
Second Reading:
Third Reading:
Public Hearing: December 17, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-25HR

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 # 17107-03-03 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL TRANSITION DISTRICT (RT); 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 # R17107-03-03 from General Commercial District (GC) to Residential Transition District (RT).

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 _____, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2025

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: December 17, 2024
First Reading: December 17, 2024
Second Reading: February 4, 2025
Third Reading: February 11, 2025

Richland County Council Request for Action

Subject:

Case #24-042MA
Christopher Knight
AG to HI (52.71 Acres)
5801 Bluff Road
TMS #R18600-01-01(p) {District 10}

Notes:

First Reading: December 17, 2024
Second Reading:
Third Reading:
Public Hearing: December 17, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-25HR

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 # R18600-01-01 (PORTION OF) FROM AGRICULTURAL DISTRICT (AG) TO HOMESTEAD DISTRICT (HM); 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 # R18600-01-01 (portion of) from Agricultural District (AG) to Homestead District (HM).

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 _____, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2025

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: December 17, 2024
First Reading: December 17, 2024
Second Reading: February 4, 2025
Third Reading: February 11, 2025

Richland County Council Request for Action

Subject:

Department of Public Works - Airport - S Pickens Townhome Development Easement

Notes:

December 17, 2024 – The D&S Committee recommended to approve an avigation easement for housing development at 480 S. Pickens Street.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Peter Cevallos	Title:	Division Manager
Department:	Public Works	Division:	Airport
Date Prepared:	November 25, 2024	Meeting Date:	December 17, 2024
Legal Review	Elizabeth McLean via email	Date:	December 10, 2024
Budget Review	Maddison Wilkerson via email	Date:	December 2, 2024
Finance Review	Stacey Hamm via email	Date:	December 2, 2024
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Development & Services		
Subject	Approval of Avigation Easement for S. Pickens St. Townhome Development		

RECOMMENDED/REQUESTED ACTION:

Staff and the Airport Commission recommend approval of an avigation easement for a housing development at 480 S. Pickens Street.

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.

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:

This action is supported and follows the guidance of Title 14 CFR, Chapter 1, Subchapter E, Part 77.

MOTION OF ORIGIN:

There is no associated Council motion of origin

STRATEGIC & GENERATIVE DISCUSSION:

An avigation easement has been drafted for a proposed housing development of approximately 13 to 14 townhomes within the City of Columbia limits at 480 S. Pickens Street. The housing development is located less than one mile to the northwest of the Jim Hamilton - L. B. Owens Airport, off of the northwest end of the runway, and is incompatible due the inherent risk of being under the approach to the Airport.

The easement will enforce airspace protection over the property, holding the County and the Airport harmless for aircraft passing through the airspace at any altitude above the property. The easement also recognizes the right of the aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of the Airport.

Since the development is within the City of Columbia limits, this easement will be recorded with the City of Columbia as part of their permitting process.

The Richland County Airport Commission unanimously voted at their regularly scheduled meeting November 18, 2024 in favor of this item.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Commit to Fiscal Responsibility

Objective: Prioritize initiatives to align with available resources

ADDITIONAL COMMENTS:

This item supports the County's goal to maintain aeronautical facilities for the safe and efficient use of general aviation aircraft in support of transportation needs and economic development of the County. Approval of the easement prevents the encroachment into the operation of the airport flights

ATTACHMENTS:

1. Avigation Easement - 480 S. Pickens Street Townhome Development

SURFACE AND OVERHEAD AVIGATION EASEMENT

WHEREAS, Cirrus Living 001, LLC, hereinafter called the Grantor is the fee owner of the following specifically described parcel of land situated in the City of Columbia, Richland County, South Carolina:

Land Description - Parcel A

All that parcel of land located in the City of Columbia, County of Richland, State of South Carolina containing 1.62 acres (70,539 square feet) and being shown as Parcel “A” on ALTA/NSPS Land Title Survey prepared for Stratus Property Group, LLC by Baxter Land Surveying Co., Inc. dated September 8, 2021 and having the following courses and boundaries:

Beginning at the center line of Superior Street, the point of commencement (POC), and running North 37 degrees 03 minutes 15 seconds East a distance of 40.79 feet to a No. 4 rebar (0), thence continuing South 74 degrees 50 minutes 57 seconds West a distance of 21.06 feet to a No. 4 rebar (0), the point of beginning (POB), thence running North 34 degrees 59 minutes 22 seconds West a distance of 279.13 feet thence running North 54 degrees 34 minutes 17 seconds East a distance of 150.20 feet, thence running North 41 degrees 57 minutes 50 seconds West a distance of 18.29 feet, thence running North 56 degrees 15 minutes 10 seconds East a distance of 124.98 feet , thence running South 45 degrees 48 minutes 37 seconds East a distance of 207.75 feet, thence running South 41 degrees 49 minutes 17 seconds West a distance of 151.65, thence running South 35 degrees 39 minutes 11 seconds West a distance of 50.77 feet, thence running South 34 degrees 41 minutes 05 seconds West a distance of 111.20 feet, thence running South 47 degrees 23 minutes 19 seconds West a distance of 12.22 feet to the POB.

Land Description – Parcel B

All that parcel of land located in the City of Columbia, County of Richland, State of South Carolina containing .22 acre (9,751 square feet) and being shown as Parcel “B” on ALTA/NSPS Land Title Survey prepared for Stratus Property Group, LLC by Baxter Land Surveying Co., Inc. dated September 8, 2021 and having the following courses and boundaries:

Beginning at the center line of Superior Street, the point of commencement (POC), and running North 37 degrees 03 minutes 15 seconds East a distance of 40.79 feet to a No. 4 rebar (0), the point of beginning (POB). Thence running North 41 degrees 37 minutes 25 seconds East a distance of 273.42 feet, thence running North 54 degrees 34 minutes 17 seconds East a distance of 51.40 feet, thence running South 34 degrees 59 minutes 22 seconds East a distance of 279.13 feet, thence running South 74 degrees 50 minutes 57 seconds West a distance of 21.06 feet to the POB.

hereinafter called “Grantor’s property” and outlined on an attached Exhibit A survey.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for itself, its successors and assigns does hereby grant the following appurtenant rights and benefits to Richland County/Hamilton-Owens Airport hereinafter called the “Grantee” upon the Grantor’s Property described above and shown in Exhibit A for the use and benefit of the public.

The appurtenant rights and benefits are the uses, rights and restrictions described as follows:

1. The unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above any improvements now or hereafter lawfully erected thereon.
2. The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of Hamilton-Owens Airport.

As used herein, the term “aircraft” shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

In granting this easement, the Grantor agrees to make no material modifications to the following “accepted” structures lying within the bounds of the easement area of the Grantor’s property without such approval as may be required by the City of Columbia Unified Development Ordinance as may be amended from time to time:

Structures, buildings, and improvements as are permitted in the approved building plans by the City of Columbia.

The Grantor agrees that during the life of this easement, it will not construct, erect, suffer to permit or allow any structure on the surface of the burdened property except as are authorized by the City of Columbia. The Grantor may develop the burdened property as is permitted by the City of Columbia and trees and vegetation are allowed. The maximum height of any structure or tree cannot exceed 35 feet above ground level (AGL) in accordance with Aeronautical Study No. 2024-ASO-13926-OE a copy of which is attached hereto as Exhibit B.

The Grantor agrees to keep the easement area free of the following: structures (permanent or temporary) that create glare or contain misleading lights; fuel handling and storage facilities; and creation of any means of electrical interference that could affect the movement of aircraft over the easement area with the exception of any structure, use, or activity associated with the same that has been approved by The City of Columbia.

Grantor agrees to defend, indemnify, and hold the City of Columbia and Richland County harmless from and against any and all liability, loss, damages, claims, suits, actions, costs, attorney fees, expenses, damages to property, persons or otherwise, or judgments of any nature whatsoever of which the City of Columbia or Richland County may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever, and for damage to or loss of or destruction of any property whatsoever, including, but not limited to, caused by, resulting from or arising out of, directly or indirectly, from the violation of any terms and/or conditions of this easement on the subject property.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said Hamilton-Owens Airport shall cease to be used for public airport purposes. It is understood and agreed that all provisions herein shall run with the land and shall be binding upon the Grantor, its successors and assigns until such time that the easement is extinguished or Hamilton-Owens Airport shall cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this _____ day of November, 2024.

WITNESSES:

GRANTOR
Cirrus Living 001, LLC

_____ By: _____
Its Authorized Member

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

ACKNOWLEDGEMENT

I, _____, a Notary Public for South Carolina, do hereby certify that _____, the authorized member of Cirrus Living 001, LLC, the Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing Grant of Easement by the Grantor(s).

Witness my hand and official seal this ____ day of _____, 2024.

Notary Public for South Carolina
My Commission Expires: _____

The County of Richland, State of South Carolina, by and through its duly authorized officer, does hereby accept this easement.

WITNESSES:

GRANTEE:

By: County of Richland
Duly Authorized Officer

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**PROBATE
(AS TO GRANTEE)**

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, deposes and says that s/he saw the within named Grantee, by its Duly Authorized Officer, sign, seal and as her/his act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that s/he with the other witness whose name appears above, witnessed the execution thereof.

Witness

Sworn before me this _____ day
of November, 2024

Notary Public: _____
(Printed Signature)
My Commission Expires: _____

Richland County Council Request for Action

Subject:

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

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

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

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

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

Fund	Revenue	Transfer In	Fund Balance	Total Sources	Expenditures	Transfer Out	Total Uses
General Fund Operating	\$216,959,183	\$8,286,209	\$163,346	\$225,408,738	\$210,288,929	\$15,119,809	\$225,408,738
General Fund Capital		\$0	\$6,225,000	\$6,225,000	\$6,225,000		\$6,225,000
General Fund	\$216,959,183	\$8,286,209	\$6,388,346	\$231,633,738	\$216,513,929	\$15,119,809	\$231,633,738
Special Revenue							
Victim’s Rights	\$195,000	\$1,212,504	\$0	\$1,407,504	\$1,407,504	\$0	\$1,407,504
Tourism Development	\$1,332,000	\$0	\$222,121	\$1,554,121	\$1,332,000	\$222,121	\$1,554,121
Temporary Alcohol Permits	\$111,947	\$0	\$115,000	\$226,947	\$226,947	\$0	\$226,947
Emergency Telephone System	\$3,465,057	\$3,556,442	\$762,050	\$7,783,549	\$7,608,473	\$175,076	\$7,783,549
Fire Service	\$32,530,001	\$0	\$4,321,849	\$36,851,850	\$32,509,073	\$4,342,777	\$36,851,850
Stormwater Management	\$4,093,800	\$0	\$183,741	\$4,277,541	\$4,028,800	\$248,741	\$4,277,541
Conservation Commission Fund	\$994,000	\$143,988	\$1,470,564	\$2,608,552	\$2,562,343	\$46,209	\$2,608,552
Neighborhood Redev. Fund	\$994,000	\$0	\$0	\$994,000	\$952,907	\$41,093	\$994,000
Hospitality Tax	\$10,442,422	\$0	\$3,555,182	\$13,997,604	\$9,012,254	\$4,985,350	\$13,997,604
Accommodation Tax	\$640,000	\$0	\$232,148	\$872,148	\$750,000	\$122,148	\$872,148
Title IVD - Sheriff’s Fund	\$32,000	\$35,824	\$0	\$67,824	\$67,824	\$0	\$67,824
Title IV - Family Court	\$1,101,701	\$324,015	\$0	\$1,425,716	\$1,425,716	\$0	\$1,425,716
Road Maintenance Fee	\$6,338,862	\$0	\$5,703,215	\$12,042,077	\$11,594,086	\$447,991	\$12,042,077
Public Defender	\$2,309,184	\$4,337,543	\$0	\$6,646,727	\$6,646,727	\$0	\$6,646,727
Transportation Tax	\$96,682,144	\$0	\$0	\$96,682,144	\$2,846,691	\$93,835,453	\$96,682,144
Mass Transit	\$0	\$27,198,375	\$0	\$27,198,375	\$27,198,375	\$0	\$27,198,375
School Resource Officers	\$6,595,773	\$1,964,979	\$0	\$8,560,752	\$7,961,127	\$599,625	\$8,560,752
Economic Development	\$4,360,872	\$1,096,331	\$3,500,000	\$8,957,203	\$7,228,830	\$1,728,373	\$8,957,203
Child Fatality Review	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0	\$35,000
Special Revenue Total	\$172,253,763	\$39,870,001	\$20,065,870	\$232,189,634	\$125,394,677	\$106,794,957	\$232,189,634
Debt Service							
General Debt Service	\$18,721,888	\$0	\$0	\$18,721,888	\$18,721,888	\$0	\$18,721,888
Fire Bonds 2018B 1,500,000	\$555,000	\$0	\$0	\$555,000	\$555,000	\$0	\$555,000
RFC-IP Revenue Bond 2019	\$1,605,577	\$0	\$0	\$1,605,577	\$1,605,577	\$0	\$1,605,577
Hospitality Refund 2013A B/S	\$0	\$1,486,963	\$0	\$1,486,963	\$1,486,963	\$0	\$1,486,963
East Richland Public Svc Dist.	\$1,438,560	\$0	\$0	\$1,438,560	\$1,438,560	\$0	\$1,438,560
Recreation Commission Debt Svc	\$458,016	\$0	\$0	\$458,016	\$458,016	\$0	\$458,016
Riverbanks Zoo Debt Service	\$2,670,190	\$0	\$0	\$2,670,190	\$2,670,190	\$0	\$2,670,190
School District 1 Debt Service	\$69,127,795	\$0	\$0	\$69,127,795	\$69,127,795	\$0	\$69,127,795
School District 2 Debt Service	\$64,845,932	\$0	\$0	\$64,845,932	\$64,845,932	\$0	\$64,845,932
Transportation Debt Service		\$14,434,250	\$0	\$14,434,250	\$14,434,250	\$0	\$14,434,250
Debt Service Total	\$159,422,958	\$15,921,213	\$0	\$175,344,171	\$175,344,171	\$0	\$175,344,171
Enterprise Funds							
Solid Waste Enterprise Fund	\$45,612,681	\$0	\$0	\$45,612,681	\$44,041,800	\$1,570,881	\$45,612,681
Richland County Utilities	\$15,015,898	\$0	\$10,000,000	\$25,015,898	\$23,451,907	\$1,563,991	\$25,015,898
Hamilton-Owens Airport Operating	\$268,000	\$0	\$365,330	\$633,330	\$532,691	\$100,639	\$633,330
Enterprise Funds Total	\$60,896,579	\$0	\$10,365,330	\$71,261,909	\$68,026,398	\$3,235,511	\$71,261,909
Millage Agencies							
Richland Cnty Recreation Commission	\$19,743,400	\$0	\$0	\$19,743,400	\$19,743,400	\$0	\$19,743,400
Columbia Area Mental Health	\$3,017,923	\$0	\$0	\$3,017,923	\$3,017,923	\$0	\$3,017,923
Public Library	\$34,505,365	\$0	\$0	\$34,505,365	\$34,505,365	\$0	\$34,505,365
Riverbanks Zoo	\$1,517,888	\$0	\$0	\$1,517,888	\$1,517,888	\$0	\$1,517,888
Midlands Technical College	\$8,321,255	\$0	\$0	\$8,321,255	\$8,321,255	\$0	\$8,321,255
Midlands Tech Capital/Debt Service	\$4,427,677	\$0	\$0	\$4,427,677	\$4,427,677	\$0	\$4,427,677
School District One	\$270,928,511	\$0	\$0	\$270,928,511	\$270,928,511	\$0	\$270,928,511
School District Two	\$193,918,258	\$0	\$0	\$193,918,258	\$193,918,258	\$0	\$193,918,258
Millage Agencies Total	\$536,380,277	\$0	\$0	\$536,380,277	\$536,380,277	\$0	\$536,380,277
Grand Total	\$1,145,912,760	\$64,077,423	\$36,819,546	\$1,246,809,729	\$1,121,659,452	\$125,150,277	\$1,246,809,729

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Residential Plan Review

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

Infrastructure Fees

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

Non-compliance Fees

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

Commercial Plan Review

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

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

Plat Reviews

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

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

Solid Waste Rates FY2025:

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

are 1)

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

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

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

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

Sewer Rates:
FY2025: \$74.91

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

SECTION 21. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION 22. Effective Date. This Ordinance shall become effective March 4, 2025

Richland County Council

By: _____

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

Richland County Council Request for Action

Subject:

For the purpose of preserving the historical character of the Olympia neighborhood, I move to within 12 months create a neighborhood character overlay in tandem with an update to the neighborhood plan for the Olympia neighborhood. During this time a moratorium on new construction, rezoning, demolition, and substantial rehabilitation (50% or more of lot area, building square footage, change in use) will be in place.
[TERRACIO & ENGLISH – October 15, 2024]

Notes:

December 17, 2024 – The D&S Committee recommended creating a neighborhood character overlay in tandem with an update to the neighborhood plan for the Olympia neighborhood utilizing the parameters of the “Mill Village Plan” conducted with the City of Columbia. During this time, there will be a pause on new construction, rezoning, demolition, and substantial rehabilitation (50% or more of lot area, building square footage, and change in use). The pause will end upon the adoption of the overlay and neighborhood plan.



Informational Agenda Briefing

Prepared by:	Synithia Williams	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	March 23, 2022	Meeting Date:	December 17, 2024
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Development & Services		
Subject:	<ol style="list-style-type: none"> 1. "I move that the Administrator explore the possibility and present a draft ordinance to place a moratorium on demolition and new construction in the Olympia area of Richland County" 2. "For the purpose of preserving the historical character of the Olympia neighborhood, I move to within 12 months create a neighborhood character overlay in tandem with an update to the neighborhood plan for the Olympia neighborhood. During this time a moratorium on new construction, rezoning, demolition, and substantial rehabilitation (50% or more of lot area, building square footage, change in use) will be in place." 		

At the September 17, 2024 and October 15, 2024 Council meetings, the following motions were made respectively, and assigned to the Development & Services committee:

1. "I move that the Administrator explore the possibility and present a draft ordinance to place a moratorium on demolition and new construction in the Olympia area of Richland County." [Terracio, 17 September 2024]

2. "For the purpose of preserving the historical character of the Olympia neighborhood, I move to within 12 months create a neighborhood character overlay in tandem with an update to the neighborhood plan for the Olympia neighborhood. During this time a moratorium on new construction, rezoning, demolition, and substantial rehabilitation (50% or more of lot area, building square footage, change in use) will be in place." [Terracio, 15 October 2024]

The Community Planning and Development staff met with the We Are Olympia group on November 16, 2024. At the meeting, staff presented information on the purpose of an overlay district, the area that would be covered, and addressed what an overlay district regulates versus underlying zoning.

In December, Community Planning and Development will draft a flyer to mail to all residents affected by the proposed overlay district, inviting them to a public meeting in January 2025. Staff will coordinate with the We Are Olympia group to identify a location to hold the public meeting in January.

Staff is working with the County Attorney's Office to develop a draft moratorium ordinance.

ATTACHMENTS:

1. Olympia Overlay District Presentation

Olympia Neighborhood Character Overlay

Richland County Planning

November 18th, 2024

St. Luke Lutheran Church

Purpose of the Overlay

Preserve and protect the architectural style and characteristics of the historic mill houses and other historic structures in the Olympia neighborhood

Encourage any change in the neighborhood, whether through new builds, renovations, or demolitions, to reflect and contribute to the architectural character of the historic neighborhood

Why Olympia qualifies for an overlay

26-3.8.f.2.a – Master Plan requirement

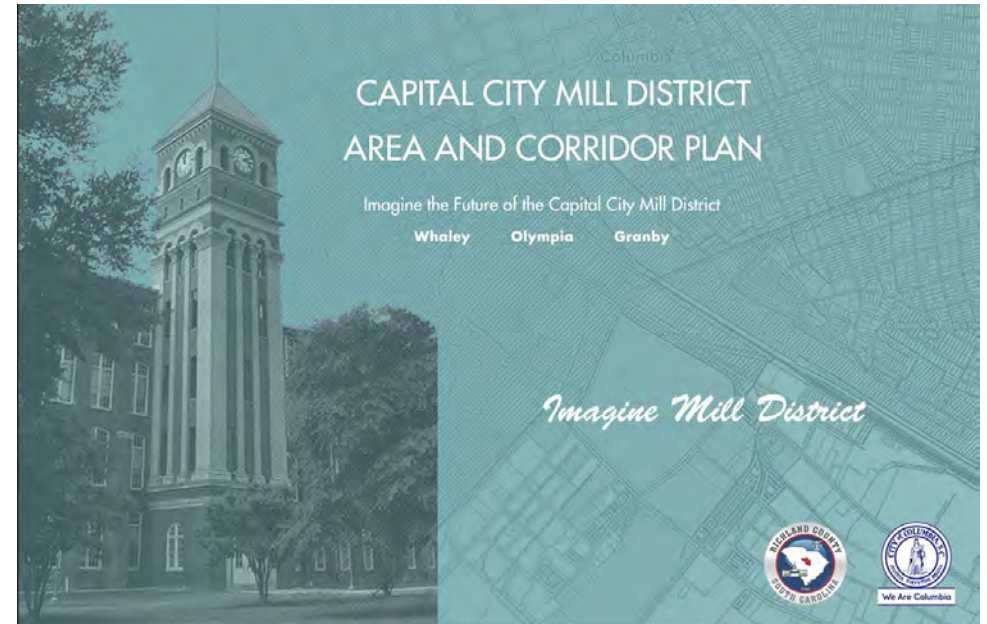
Capital City Mill District Plan

26-3.8.f.3.a – “distinctive, cohesive character”
as applicable to Olympia:

Type of construction/building materials

Lot layouts and setbacks

Historic district



The CCMD Master Plan provides an analysis of the neighborhood and recommends potential policies and projects relevant to the community. It is not written to be an enforceable, regulatory document.

Area

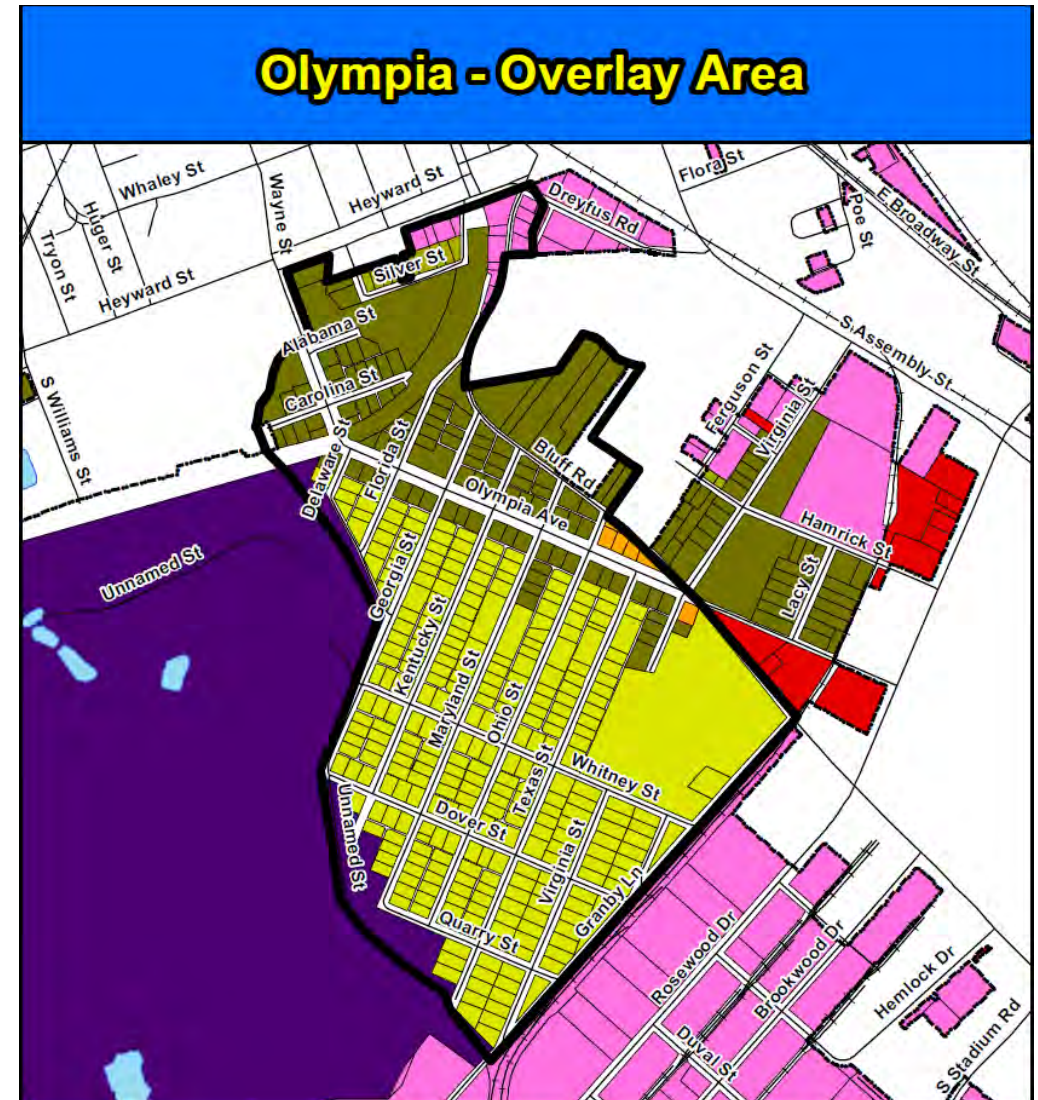
Underlying Zoning and **MAX**
Densities:

R4 – 9 dwelling units per acre

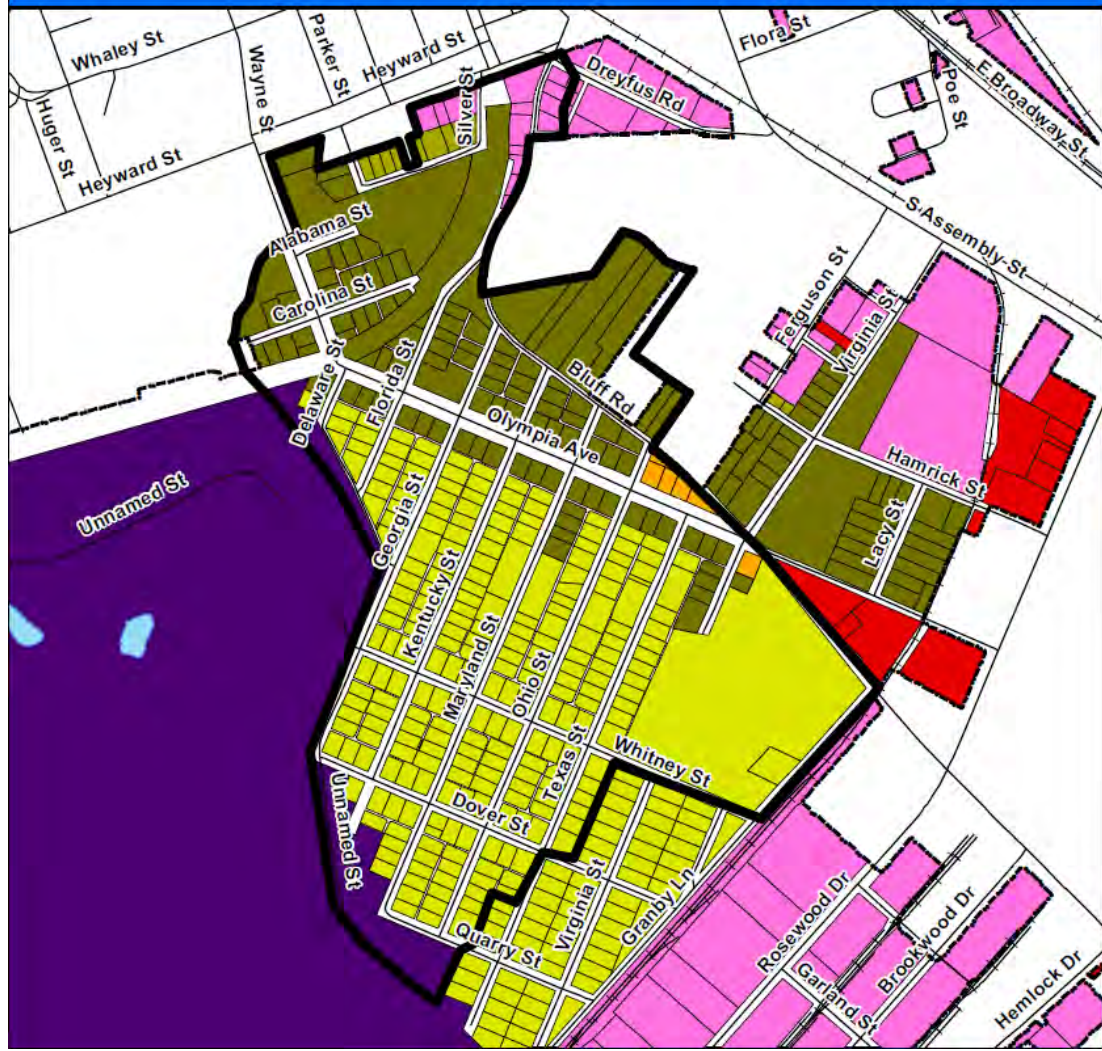
R6 – 18 dwelling units per acre

MU-1 – 10 dwelling units per acre

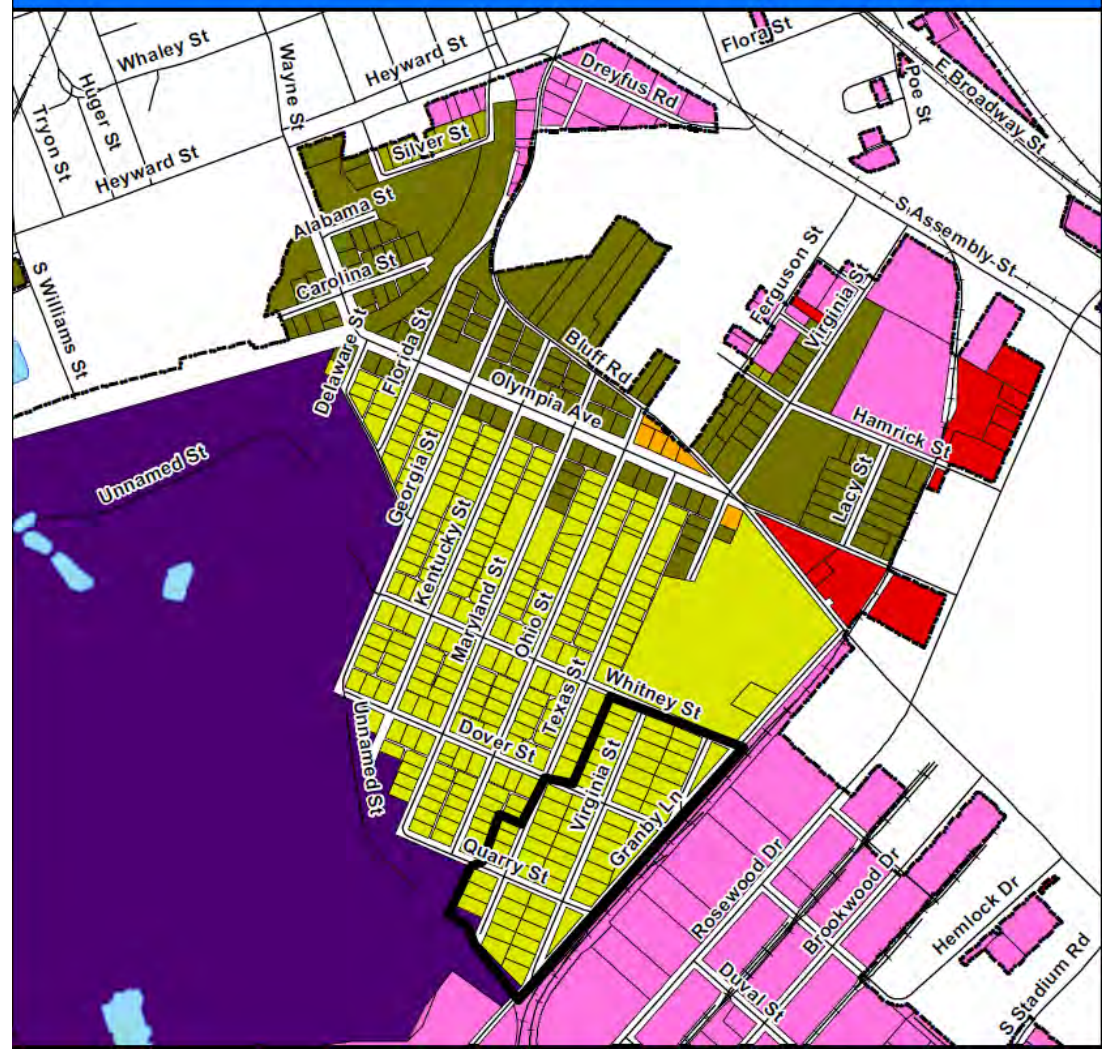
*Note: Pink areas are zoned Legacy
Light Industrial. Overlay standards
would not be applicable



Olympia - Old Hill



Olympia - New Hill



Housing Types

Period of significance:

Old Hill: 1900-1903, 1914-1915

New Hill: 1940s

Applicability in the Overlay (Section 1)

“The overlay standards shall be applicable for renovations and demolitions to historic structures as determined by architectural type and date of construction within the period of significance. The standards also apply to new construction within the overlay district.”



Old Hill: Type 1.



Old Hill: Type 2.



Old Hill: Type 3.



Old Hill: Type 4.



Old Hill: Type 5.



Old Hill: Type 6.



New Hill: Type 7.



New Hill: Type 8.

What the Overlay does

Dictates that renovations to historic structures preserve the historic architectural character of Olympia

Requires new builds to conform or emulate the historic architectural characteristics of Olympia

Provides a framework to prevent demolition of historic structures

Dictates placement of main structures and accessory structures on the lot

Regulates parking and driveways on the lot

Regulated by Neighborhood Character Overlay

Location of structures on lots (c)

Setbacks (d)

Building height (e)

Building footprint (f)

Building orientation (g)

Exterior building materials (h)

Roof lines (i)

Garage location (j)

Foundation materials (k)

Porches (l)

Landscaping and fences (n)

Driveways (p)

Exterior lighting (q)

Front façade (r)

Additions (t)

Demolitions (v)

Doors, windows, chimneys (w)

Architectural style of new construction (w)

Accessibility (w)

Parking location on lot (w)

Regulated by underlying zoning (R4, R6, MU-1)

Density

Lot size

Lot width

Accessory dwelling units

Impervious surface coverage

Uses

Drainage

Off-street parking requirements

Table 26-5.2(d)(1): Minimum Number of Off-Street Parking Spaces

Principal Use Category	Principal Use Type	All Other Districts Proposed	MU3 and MU2 Proposed
	Community garden	No minimum	No minimum
	Forestry	No minimum	n/a
	Poultry farm	No minimum	n/a
	Swine farm	No minimum	n/a
Agriculture and Forestry Related	Agriculture research facility	No minimum	n/a
	Agritourism		n/a
	Equestrian center	No minimum	n/a
	Farm distribution hub	1 per 1,000 sf GFA	n/a
	Farm supply and machinery sales and service	1 per 2,500 sf of gross outdoor display area	1 per 2,500 sf of gross outdoor display area
	Farm winery	1 per 1,000 sf GFA	n/a
	Riding or boarding stable	1 per 2 stalls	n/a
	Rural retreat	No minimum	n/a
Residential			
Household Living	Dwelling, Live-Work	2 per du	1.5 per du
	Dwelling, Mansion apartment	2 per du	n/a
	Dwelling, Multi-family	2 per du	n/a
	Dwelling, Single-family detached	2 per du	n/a
	Dwelling, Three-family	1.5 per du	n/a
	Dwelling, Townhouse	2 per du	n/a
	Dwelling, Two-family	2 per du	n/a
	Group home, Family	0.75 per unit	0.75 per unit
	Manufactured home	2 per du	n/a
	Manufactured home park	2 per du	n/a
Group Living	Continuing care community	1 per 4 residents	n/a
	Dormitory	0.75 per bedroom	n/a
	Fraternity or sorority house	1 per 2 bedrooms	n/a
	Group home, Large	3 per 4 units	n/a
	Rooming or boarding house	1 plus 1 per 2 rooms	1 plus 1 per 2 rooms

What the Overlay does not do

Prevent renovation or demolition of non-historic structures

Determine the density of the neighborhood (Zoning)

Regulate the interior of the structure (Building Code)

Preserve Olympia Ave median (SCDOT)

Regulate on-street parking (Sheriff's Department, SCDOT)

Encourage owner-occupation of structures

Timeline (tentative)

December-February – Notification Mailers and Public Meetings

March – Planning Commission

April – Council Committee

May – Zoning Public Hearing / 1st Reading

June – Creation of Architectural Review Board

July 2025 – Anticipated Final Reading

Richland County Council Request for Action

Subject:

Upper Township Magistrate - Magistrate Pay Plan

Notes:

December 17, 2024 – The Administration & Finance Committee recommended deferring this item to the FY25-26 budget process.



Agenda Briefing

Prepared by:	Tomothy Edmond	Title:	Magistrate
Department:	Magistrate	Division:	Summary Courts/Upper Township
Date Prepared:	December 3, 2024	Meeting Date:	December 17, 2024
Legal Review	Patrick Wright via email	Date:	December 5, 2024
Budget Review	Maddison Wilkerson via email	Date:	December 6, 2024
Finance Review	Stacey Hamm via email	Date:	December 5, 2024
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Administration & Finance		
Subject	Magistrate Pay Plan		

RECOMMENDED/REQUESTED ACTION:

Tomothy Edmond – Summary Court Judge recommends approving the salary increases for Richland County Magistrates based on the “Richland County Departmental Compensation Plan.”

Richland County Magistrates are currently compensated based on a formula derived from a pay plan, which was most recently updated during the 2015-2016 fiscal year. The South Carolina Legislators decoupled the Magistrates under this County pay plan policy; full time magistrate judges’ salaries are 75% of a Circuit Court judge’s salary. During the 2019th legislative session, the General Assembly passed a pay increase for Circuit Court judges, raising their salary from approximately \$143,000 to \$188,000. This request has been in committee since 2019. In 2024, a current Circuit Court judge’s salary is \$217,574. Therefore, a full-time four-year magistrate judge’s salary would increase from approximately \$123,606.65 to \$163,180.50.

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 checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Under S.C. Code Ann. § 14-1-200, Circuit Court judges are paid 95% of the pay of a Supreme Court Associate Justice. The Chief Justice of the Supreme Court is paid 105% of what an Associate Justice of the Supreme Court is paid.

When this action was filed in 2019 under the 2019-2020 General Appropriations bill, the Chief Justice made a salary of \$208,000. An Associate Justice made \$198,095, and a Circuit Court judge made 95% thereof, which is \$188,190.25.

2024 Salaries	
Chief Justice	\$267,000
Associate Justice	\$255,300
Circuit Court Judge	\$217,574.25

Applicable fund, cost center, and spend category: not provided

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable

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

The County Attorney's Office will provide feedback in Executive Session.

REGULATORY COMPLIANCE:

SECTION 14-1-200. Establishment of salaries of Supreme Court Justices, Court of Appeals, Circuit Court, and Family Court judges.

The General Assembly shall establish the salary of the Chief Justice and Associate Justices of the Supreme Court in the annual general appropriation act with the salary of the Chief Justice to be one hundred five percent of the salary fixed for Associate Justices of the Supreme Court and shall fix the salaries for the court of appeals, circuit court, and family court according to the following schedule:

- (1) The chief judge of the court of appeals shall receive a salary in an amount equal to ninety-nine percent of the salary fixed for Associate Justices of the Supreme Court;
- (2) Judges of the court of appeals shall receive a salary in an amount equal to ninety-seven and one-half percent of the salary fixed for Associate Justices of the Supreme Court, and circuit court judges shall receive a salary in an amount equal to ninety-five percent of the salary fixed for Associate Justices of the Supreme Court;
- (3) Judges of the family court shall receive a salary in an amount equal to ninety-two and one-half percent of the salary fixed for Associate Justices of the Supreme Court.

MOTION OF ORIGIN:

There is no associated Council motion of origin; however, minutes from the 2020 consideration of this matter have been included for historical context.

STRATEGIC & GENERATIVE DISCUSSION:

In 1998, Richland County passed their first pay plan with regards to how magistrate judges would be compensated. Based on South Carolina law, all magistrates are to be compensated by their county based on a formula tied to a Circuit Court judge's salary. In the largest counties, which includes Richland, the baseline amount to be paid is 54% of a Circuit Court salary. However, all counties are allowed to pay above this baseline. Richland County has agreed to pay above this baseline since 1998. In the most recent pay compensation plan, Richland County has agreed to pay 75% of a Circuit Court salary.

Unlike many other counties across our state, Richland County is a leader in compensating and funding our magistrate court system. At every annual conference, judges across the state call Richland the "envy" of the magistrates system and what every magistrate system hopes to achieve. This is reflected in our Central Court located on Decker Blvd. This court has nine separate court rooms, mediation rooms, offices for the public defender and solicitor, and many more accommodations. Twice a month, hundreds of Richland County jurors are called to serve and witness firsthand the impact of a fully funded and first-rate magistrate system.

Richland County has not only invested heavily in the court infrastructure, but also the compensation to our 22 magistrate judges, and it reflects. The high compensation for these positions brings out some of the most qualified judges who seek these positions. As a core government function, the court is able to operate in state-of-the-art facilities with knowledgeable and respected judges. The compensation of these judges has a direct impact on the community and the interaction between citizens and the government.

Just the past, the Post and Courier did an expose on the magistrate court system throughout our state and it was not kind. The article described the system as "corrupt" and "incompetent." The article also pointed out that many counties have been, and will be, sued by the ACLU for not protecting defendant's rights. Fortunately, the current Richland County Magistrate system was not in this article, and not by coincidence. Former Chief's Magistrate Simons, Edmond and the current Chief Magistrate Stroman have worked to make sure that our court system is always in compliance with Court Administration and the Supreme Court. Quite often Court Administration will call on Richland County Magistrates to handle cases outside of our jurisdiction when there is a conflict.

In sum, the salary compensation is a direct investment in a fundamental service to the citizens.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Upon review by the Office of Budget and Grants Management and the Finance Department, staff noted areas which require further investigation, as the request has annual budgetary impacts to include, but not limited to, salary, FICA, and retirement. Additionally, review by these departments does not indicate their endorsement of the information as currently provided.

ATTACHMENTS:

1. Salary Increase Numbers
2. Richland County Departmental Compensation Plan (2013)
3. Richland County Departmental Compensation Plan (2015-2016)
4. South Carolina Code 14-1-200
5. Court Administration email
6. Special Called – Budget 3rd Reading
7. Email from Previous HR Director on his interpretation to then Asst, County Administrator 2019
8. 2020 Agenda Briefing and associated Meeting Minutes

Under S.C. Code Ann. § 14-1-200, Circuit Court judges are paid 95% of what an Associate Justice of the Supreme Court is paid. The Chief Justice of the Supreme Court is paid 105% of what an Associate Justice of the Supreme Court is paid.

Under the 2019-2020 General Appropriations bill, the Chief Justice makes a salary of \$208,000. An Associate Justice makes \$198,095. So a Circuit Court judge makes 95% of \$198,095 which is \$188,190.25.

Salaries:

- Chief Justice: \$208,000
- Associate Justice: \$198,095
- Circuit Court Judge: \$188,190.25

SECTION 14-1-200. Establishment of salaries of Supreme Court Justices, Court of Appeals, Circuit Court, and Family Court judges.

The General Assembly shall establish the salary of the Chief Justice and Associate Justices of the Supreme Court in the annual general appropriation act with the salary of the Chief Justice to be one hundred five percent of the salary fixed for Associate Justices of the Supreme Court and shall fix the salaries for the court of appeals, circuit court, and family court according to the following schedule:

- (1) The chief judge of the court of appeals shall receive a salary in an amount equal to ninety-nine percent of the salary fixed for Associate Justices of the Supreme Court;
- (2) Judges of the court of appeals shall receive a salary in an amount equal to ninety-seven and one-half percent of the salary fixed for Associate Justices of the Supreme Court, and circuit court judges shall receive a salary in an amount equal to ninety-five percent of the salary fixed for Associate Justices of the Supreme Court;
- (3) Judges of the family court shall receive a salary in an amount equal to ninety-two and one-half percent of the salary fixed for Associate Justices of the Supreme Court.

S.C. Code Ann. § 14-1-200

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 1 of 3
REVISION DATE: 07/03/2013	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

POLICY:

To establish pay plans for Richland County magistrates, subject to appropriations by Council in the Richland County Budget Ordinance.

PROCEDURE:

1. As of July 1, 1998, a full-time magistrate with a two year associate degree or four year Bachelors degree and having obtained four (4) years judicial experience or having a total of twelve (12) years judicial experience as an equivalent shall be paid at a salary rate of sixty percent (60%) of that of a Circuit Court Judge's salary of this state. A newly appointed magistrate would progress to the full time rate as follows:
 - 1.1. A newly appointed magistrate with a four (4) year Bachelor degree should be paid according to the "A" scale below. The term "Newly Appointed" for scale "A" means a person with a Bachelor degree never before serving as a magistrate for his/her first four year term or the remainder of an unexpired term of a former magistrate. A newly appointed magistrate does not have the requisite experience.
 - 1.2. A newly appointed magistrate without a four (4) Bachelor degree shall be paid according to the "B" scale below. The term newly appointed for the purposes of "B" scale means a person who meets the state minimum requirement and does not have a bachelor degree and does not have the requisite experience.
2. **SCALE (A)**
 - 2.1. Upon first appointment a magistrate with a four year Bachelors degree shall be paid forty eight percent (48%) of the a circuit court judge for South Carolina.
 - 2.2. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification by the Magistrate Board of Certification, a newly appointed magistrate shall be paid fifty four percent (54%) of a circuit court judge for South Carolina.
 - 2.3. Upon completion of the anniversary of the second year as a magistrate, the magistrate shall be paid fifty seven percent (57%) of a circuit court judge for South Carolina;
 - 2.4. Upon completion of the anniversary of the third year in office, year as a magistrate, the magistrate shall be paid sixty percent (60%) of a circuit court judge of South Carolina;

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 2 of 3
REVISION DATE: 07/03/2013	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

2.5. Upon completion of the anniversary of the fourth year in office, a magistrate shall be paid at a rate designated in section 1 above; that is sixty six percent (66%) of the rate of salary of circuit judge of the state.

3. SCALE B

3.1. Upon initial appointment the magistrate shall be paid at the state base rate.

3.2. Upon the second (2nd) anniversary the magistrate shall be paid at a rate of forty percent (40%) of a circuit judge's salary.

3.3. Upon the fourth (4th) anniversary the magistrate shall be paid at rate of forty four percent (44%) of a circuit judge's salary.

3.4. Upon the sixth (6th) anniversary the magistrate shall be paid at a rate of forty eight (48%) of a circuit judge's salary.

3.5. Upon the eighth (8th) anniversary the magistrate shall be paid at the rate of fifty two percent (52%) of a circuit judge's salary.

3.6. Upon the tenth (10th) anniversary the magistrate shall be at the rate of fifty six percent (56%) of a circuit judge's salary.

3.7. Upon the twelfth (12th) anniversary the magistrate shall be paid at a rate of sixty (60%) percent of a circuit judge's salary.

4. The annual salary adjustment for a magistrate will be the normal progression as outlined in Scale A and Scale B. Once the adjustment under Scale A and B has been achieved, any subsequent adjustments will be consistent with those of a circuit court judge. This will be inclusive of any cost of living adjustments given to State employees.

5. Magistrate and ministerial magistrates shall have the same perquisite as those employees of the County of similar position and salary.

6. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service.

7. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$5,000.00) for such added responsibilities as require by such position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN

TITLE: Magistrate Supplemental Pay Plans

Number: 2

EFFECTIVE DATE: 07/01/2013

Page: 3 of 3

REVISION DATE: 07/03/2013

REVISION #:

PREPARED BY: Human Resources Department

AUTHORIZED BY: TDH

8. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers retirement System (PORS) with the county contributing the full employer portion.

9. Magistrates requesting to be converted to PORS will have conversion funds contributed by the County equal to the amount due for the time served as a magistrate. Any other State retirement years required to be converted will be at the individual's expense.

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 1 of 3
REVISION DATE: 07/03/2013	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

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PROCEDURE:

1. As of July 1, 1998, a full-time magistrate with a two year associate degree or four year Bachelors degree and having obtained four (4) years judicial experience or having a total of twelve (12) years judicial experience as an equivalent shall be paid at a salary rate of sixty percent (60%) of that of a Circuit Court Judge's salary of this state.
2. A newly appointed magistrate would progress to the full time rate as follows
 - 2.1. A newly appointed magistrate with a four (4) year Bachelor degree should be paid according to the "A" scale below. The term "Newly Appointed" for scale "A" means a person with a Bachelor degree never before serving as a magistrate for his/her first four year term or the remainder of an unexpired term of a former magistrate. A newly appointed magistrate does not have the requisite experience.
 - 2.2. A newly appointed magistrate without a four (4) Bachelor degree shall be paid according to the "B" scale below. The term newly appointed for the purposes of "B" scale means a person who meets the state minimum requirement and does not have a bachelor degree and does not have the requisite experience.
3. **SCALE (A)**
 - 3.1. Upon first appointment a magistrate with a four year Bachelors degree shall be paid forty eight percent (48%) of the a circuit court judge for South Carolina.
 - 3.2. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification by the Magistrate Board of Certification, a newly appointed magistrate shall be paid fifty four percent (54%) of a circuit court judge for South Carolina.
 - 3.3. Upon completion of the anniversary of the second year as a magistrate, the magistrate shall be paid fifty seven percent (57%) of a circuit court judge for South Carolina;
 - 3.4. Upon completion of the anniversary of the third year in office, year as a magistrate, the magistrate shall be paid sixty percent (60%) of a circuit court judge of South Carolina;

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
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4. SCALE B

4.1. Upon initial appointment the magistrate shall be paid at the state base rate.

4.2. Upon the second (2nd) anniversary the magistrate shall be paid at a rate of forty percent (40%) of a circuit judge's salary.

4.3. Upon the fourth (4th) anniversary the magistrate shall be paid at rate of forty four percent (44%) of a circuit judge's salary.

4.4. Upon the sixth (6th) anniversary the magistrate shall be paid at a rate of forty eight (48%) of a circuit judge's salary.

4.5. Upon the eighth (8th) anniversary the magistrate shall be paid at the rate of fifty two percent (52%) of a circuit judge's salary.

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5. The annual salary adjustment for a magistrate will be the normal progression as outlined in Scale A and Scale B. Once the adjustment under Scale A and B has been achieved, any subsequent adjustments will be consistent with those of a circuit court judge. This will be inclusive of any cost of living adjustments given to State employees.

6. Magistrate and ministerial magistrates shall have the same perquisite as those employees of the County of similar position and salary.

7. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service.

8. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$5,000.00) for such added responsibilities as require by such position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 3 of 3
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PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

- 9. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers retirement System (PORS) with the county contributing the full employer portion.

- 10. Magistrates requesting to be converted to PORS will have conversion funds contributed by the County equal to the amount due for the time served as a magistrate. Any other State retirement years required to be converted will be at the individual's expense.

REPLACES PAY PLAN EFFECTIVE AS OF JULY 1 1998 & 2013

POLICY

To establish pay plan for Richland County Magistrates subject to appropriations by the Council in the Richland County Budget Ordinance FY 2015 – 2016

PROCEDURE

1. Effective July 1, 2015 a full time magistrate meeting state qualifications or having obtained four (4) years judicial experience shall be paid at a rate of **seventy-five percent (75%)** of a Circuit Court Judge's salary of this state. Future salary adjustments shall be the same as salary adjustments, including cost of living adjustments, for all other Richland County employees. A newly appointed magistrate would progress to the full time salary rate as follows:

Newly Appointed Magistrate means a person meeting state qualifications and never before serving as a magistrate during the first four years in office.

- A. Upon first appointment a newly appointed magistrate shall be paid seventy-five percent (75%) of a full-time Richland County's magistrate's salary as in one (1) above;
- B. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification or exemption by the Magistrate Board of Certification a newly appointed magistrate shall be paid eighty percent (80%) of a full-time Richland County magistrate's salary as in one (1) above;

- C. Upon completion of the anniversary second year as a magistrate, the first term magistrate shall be paid eighty-five percent (85%) of a full-time Richland County magistrate's salary as in one (1) above;
 - D. Upon completion of the anniversary of the third year in office a first term magistrate shall be paid ninety percent (90%) of a full-time Richland County magistrate's salary as in one (1) above;
 - E. Upon completion of the anniversary of the fourth year in office and thereafter a full-time magistrate shall be paid the same salary as other full-time magistrates who have served for four years or more in Richland County.
- 2. Magistrates and ministerial magistrates shall have the same perquisites as those Richland County employees of similar position.
 - 3. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service as set out in A through E above.
 - 4. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$ 5000.00) for such added responsibilities as required by such a position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.
 - 5. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers Retirement System (PORS) of South Carolina with the County contributing the full employer portion. A Newly Appointed Magistrate may elect in writing to remain in the State Retirement System should the person have prior service credits there.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Special Called - Budget 3rd Reading
 June 22, 2015
 Page Eleven



The vote in favor was unanimous.

Outside Agencies: Move to fund Midlands Mediation Center at prior year amount of \$20,000 - This item was withdrawn.

All Regional Magistrates, Administrative Magistrate, and District Magistrate: Move that all budget recommendations be amended to include an increase in the salary of the magistrate to 75% of a circuit judge's salary. This will result in an 11.94% salary adjustment from 67% to 75% of a circuit judge's salary for 15 full time and 3 part-time magistrates. Total payroll increase will be \$218,000 - Mr. Livingston moved, seconded by Mr. Jackson, to support the proposal for \$218,000; reduce the Detention Center budget by \$218,000 and request the Administrator to evaluate the savings realized by these changes.

Mr. Livingston stated that if the changes do not realize a cost savings then the "pilot program" will be terminated.

Mr. Pearce inquired if the magistrate's salary can be temporarily adjusted.

Mr. Smith stated the State statute states that you cannot reduce the salary of a magistrate while they are in office.

Mr. McDonald stated from a programmatic standpoint the concept is good if the County can do so as a pilot program and review after a year.

Mr. Pearce inquired if the Chief Magistrate has the ability to voluntarily waive the statute in order to institute the pilot program.

Mr. Smith stated the statute cannot be waived.

Mr. Rose requested a friendly amendment to approve this item contingent upon Administration and Legal being able to structure the pilot program whereby if the program ceased the funding would ceased as well.

Mr. McDonald suggested earmarking the funds in the Detention Center budget and to allow Legal and Administration to work on the salary issue. If the logistics of salaries can be work out, then move the funds to the appropriate budget for expenditure.

Mr. Malinowski inquired if the costs would increase on items ordered by the Detention Center if the inmate population were to decrease and to research the option of utilizing "Skype" and/or other online services to reduce personnel costs.

The vote in favor was unanimous.

All Regional Magistrates, Administrative Magistrate, and District Magistrate: Move to revise the County Bond Court processes to a 24 hour operation. This change

From: DWIGHT HANNA
Sent: Thursday, June 6, 2019 4:23 PM
To: LARRY SMITH <SMITH.LARRY@richlandcountysc.gov>
Cc: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>; SANDRA YUDICE <YUDICE.SANDRA@richlandcountysc.gov>; Tomothy Edmond <Edmond.Tomothy@richlandcountysc.gov>; STACEY HAMM <HAMM.STACEY@richlandcountysc.gov>; JAMES HAYES <HAYES.JAMES@richlandcountysc.gov>
Subject: Increase Magistrate Pay

Good Afternoon Mr. Smith,

This afternoon Dr. Yudice said she talked with Council Member Myers and she is requesting a legal opinion on Magistrate pay increases. I have been informed the SC Legislature recently passed a 33% increase for Circuit Judges salaries. And unless the Magistrates are excluded, the appropriate increase would be applicable to the Magistrates at the appropriate time. I am waiting on confirmation from Court Administration regarding to if and how the Circuit Judges pay increase will be applicable to Magistrates.

I know you are familiar with the SC Code of Laws, but I have copied and highlighted a few sentences for your easy reference. In addition, I have included a copy of the State Magistrate Salary Schedule.

In addition, you will see some emails below but I am just generally outlining what I understand to be the SC Code of Laws and action of Council from 1998 as I recall.

Dwight

From: DWIGHT HANNA
Sent: Thursday, June 6, 2019 8:58 AM
To: JAMES HAYES <HAYES.JAMES@richlandcountysc.gov>
Cc: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>; SANDRA YUDICE <YUDICE.SANDRA@richlandcountysc.gov>; Tomothy Edmond <Edmond.Tomothy@richlandcountysc.gov>; STACEY HAMM <HAMM.STACEY@richlandcountysc.gov>
Subject: Re: Increase Magistrate Pay

Good Morning Mr. Hayes,

My prior email was more so to respond to your questions and explain the normal process. As I noted, "properly approved increases". This is why I am confirming with SC Court Administration exactly what was approved for what jobs.

As it relates specifically for the increases this year, I don't know what the Magistrate increases will be. For example, as I understand the Circuit Judges pay was approved in a proviso vs. how normally done. In addition, I understand there maybe a 2% increase for State employees. Consequently, there is some question about whether the Magistrates get the 33%, 33% + 2%, and/or if there was any unique (I don't recall this ever being done before the SC Legislature can do) exclusion for one or both.

As I mentioned earlier, I had reached out to the SC Court Administration to get confirmation and details nailed down. I made a follow up call to Court Administration this morning and they are still trying to sort out exactly what the SC Legislature approved regarding pay for Circuit Judges and Magistrates. One

question for example, if whether they get the 2% and the 33% increase. And when I asked when will they know, they could not give me a date. And the person I talked to has probably worked with Court Administration about 30 years.

So in summary, the increase could be 2%, 33%, 35%, or 0% - if there was some unusual exclusion included for Magistrates somewhere. And because SC Court Administration does not yet know - I am not able to say definitely. I have a promise from SC Court Administration to be alerted as soon as they know. And I will promptly let you and Administration know.

T. Dwight Hanna, IPMA-SCP, CCP, SHRM-SCP, CBP, ADAC

Director of Human Resource Services Department

Richland County Government

2020 Hampton Street, Suite 3058

Columbia, SC 29204

Email: hannad@rcgov.us

Phone: 803.576.2111

Fax: 803.576.2119

"A good decision is based on knowledge, not on numbers."

— Plato

On Jun 6, 2019, at 8:35 AM, JAMES HAYES <HAYES.JAMES@richlandcountysc.gov> wrote:

Mr. Hanna

Thanks for the response; as it stands now; do we have a number as to what this looks like? Again, with new judges coming in they will be making less than the old judges so it could be that we already have some flexibility already built in to offset some increase but this is the deal because the budget is in Council's hand something needs to be added to the Motions List; if Admin wants me to add something or if Council but it's above me to adjust the ML. I can tell you Council will want a full explanation and an accounting of funding.

Again, it would be great to have someone work up the new judges base salaries versus the old judges base salaries to see the difference and then show what this % increase looks like and see how much we currently have to offset and how much more we need. This is something that should come from the Magistrates office. Keep in mind the motions list goes to Council today or the latest tomorrow

I will await further instructions

On Jun 6, 2019, at 8:12 AM, DWIGHT HANNA <HANNA.DWIGHT@richlandcountysc.gov> wrote:

Good Morning Mr. Hayes,

The short answer to your question is yes - the County has an obligation to pay properly approved increases for [Magistrates] regardless to the status of the budget for the Magistrate's department. And the short reasons are SC Code of Laws and Richland County Council's decision.

Now let me provide a little more background for context. As it relates to the County's obligation, not only is the County expected to the County is [required] to fund increases for Magistrates as approved by the State of SC when the SC Legislature approves pay increases for Circuit Judges. You may look at this similar if the minimum wage increases and the County has an employee at the old minimum wage - we must increase their pay to at least the new minimum wage when the law becomes effective. I am not aware of any waiver or exclusion reason from increasing the wages - without being outside of compliance with the SC Code of Laws.

Let me respond to your concern regarding the short notice. The SC Code of Laws requires counties to implement pay increases for Magistrates based on the previous FY salary of the Circuit Judge. To put another way, the SC Code of Laws and the SC Legislature actions usually as in this case provides counties about a year's advance notice. This means a pay increase for the Circuit Judge effective July 2019 becomes effective for Magistrates July 2020. However, about Richland County Council decided about 20 years ago to use the current Circuit Judge's salary vs. follow the SC Code of Laws. While not required by SC Code of Laws, this is totally permissible and legal because the Council decided to make the required increases for Magistrates effective generally a year earlier than required for the Magistrates.

I did not want you to think the short timing was because of the SC Code of Laws or the SC Legislature. The short notice is because of a decision Council made many years ago. Knowing this was a decision by Council, I will leave to your discretion as to how you deem best to voice your concerns on this matter.

In conclusion, I have provided Budget and Administration information to be best of my knowledge. However, I certainly welcome you to check with SC Court Administration, Legal, and/or any other source to confirm what I have said in this email. Human Resources does not have any control over the laws passed and/or decisions made by the SC Legislature. And Human Resources does not have any option not to comply with decisions made by Council. In short, I am just the messenger in this case. I alerted you and Administration promptly upon getting a notice from the Chief Magistrate.

T. Dwight Hanna, IPMA-SCP, CCP, SHRM-SCP, CBP, ADAC
Director of Human Resource Services Department
Richland County Government
2020 Hampton Street, Suite 3058
Columbia, SC 29204
Email: hannad@rcgov.us
Phone: 803.576.2111
Fax: 803.576.2119

"A good decision is based on knowledge, not on numbers."
— Plato

On Jun 5, 2019, at 8:21 AM, JAMES HAYES <HAYES.JAMES@richlandcountysc.gov> wrote:
Let me understand something; we are expected to fund this and had no advance warning, and nothing has been given to members of Council alerting them to such an action and we are now days before the 3rd and final reading of the budget? This on the heels of a department that experienced a huge deficit in FY19; I am just trying to make sure I understand all the facts.

It would seem to me; that the County would be on the hook for less funds if the pay increases that were given this year were not given and those funds were redirected towards these judicial increases. I said it before and I will keep saying it; the County doesn't have an endless supply of resources and thus it is important that departments manage the resources approved by County Council in such a manner so as to provide the most cost-effective delivery of services to Richland County taxpayers.

At this point; the Budget is no longer the Administration Budget; so it would seem to me any adjustments will have to come in the form of a Council motion if they choose to move forward; I might add one other thing; We were told there was a turnover in judges and that the new judges would be coming in making less money than the old judges; We budgeted based off the position control which had the old judges salaries so I have been under the impression we will have some flexibility there because of the difference in pay; has this changed?

Sent from my iPad

On Jun 5, 2019, at 7:23 AM, DWIGHT HANNA <HANNA.DWIGHT@richlandcountysc.gov> wrote:
Good Morning Mr. Hayes,

Unless there is some unique provision in the details of what the Chief Magistrate provide to me yesterday, generally speaking salaries for all Richland County Magistrates increase by about 33% effective July 2019. In short, this is because Magistrate salaries are based on a percentage of the Circuit Judge's salary. And many years ago (I think the year before I came to Richland County in 1998) Richland County Council decided County Magistrates pay increases would be effective the same FY as Circuit Judge pay increases.

I have already reached out to SC Court Administration to request the Magistrate Pay Plan they publish for all counties in South Carolina annually.

I know you are in the short rows for the FY 2019/2020 budget process. Therefore, I wanted to promptly alert you to the consequence of notice received from the Chief Magistrate that South Carolina increase Circuit Judges salaries by 33% effective July 2019. So if you need to make any adjustments to the budget before the final reading you could do so.

I will also call you today so we can discuss if you have any questions.

T. Dwight Hanna, IPMA-SCP, CCP, SHRM-SCP, CBP, ADAC

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Email: hannad@rcgov.us

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Fax: 803.576.2119

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Begin forwarded message:

From: DWIGHT HANNA <HANNA.DWIGHT@richlandcountysc.gov>
Date: June 4, 2019 at 5:42:36 PM EDT
To: Tomothy Edmond <Edmond.Tomothy@richlandcountysc.gov>
Cc: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>, SANDRA YUDICE <YUDICE.SANDRA@richlandcountysc.gov>, JAMES HAYES <HAYES.JAMES@richlandcountysc.gov>
Subject: FW: Increase Magistrate Pay
Chief Magistrate,

I am familiar with the current SC Code of Laws regarding pay for Magistrates.

I will promptly review the attachment you have sent. And I will work with you, Administration, and Budget towards the County's appropriate compliance. Thanks for alerting me.

Dwight

From: Tomothy Edmond
Sent: Tuesday, June 4, 2019 4:56 PM
To: DWIGHT HANNA <HANNA.DWIGHT@richlandcountysc.gov>
Cc: Tomothy Edmond <Edmond.Tomothy@richlandcountysc.gov>
Subject: Increase Magistrate Pay

Hi Dwight,

The General Assembly passed the Pay increase for the salaries of Circuit Court Judges of 33%. I have attached the statute 14-1-200 which states" that Circuit Court Judges shall receive a salary in an amount equal to ninety-five percent of the salary fixed for Associate Justices of the Supreme Court", that was signed into law by Governor McMaster, effective July 1, 2019. According to the Richland County Magistrate Pay Plan, Summary Court Judges are entitled to a percentage of what the Circuit Court Judges are compensated, as we discussed in our previous meeting with the previous Chief, Judge Simons and Judge Maurer. I appreciate your time and attention to this matter and your assistance is always invaluable.

Kindest regards,

Tomothy C. Edmond
Summary Court Judge
Richland County Government
Upper Township District
edmond.tomothy@richlandcountysc.gov

P 803-576-2570/2320 F 803-576-2578
<image003.jpg>
400 Northeast Drive Suite I

Columbia, SC 29203
www.richlandcountysc.gov

From: DWIGHT HANNA
Sent: Wednesday, June 5, 2019 7:24 AM
To: JAMES HAYES <HAYES.JAMES@richlandcountysc.gov>
Cc: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>; SANDRA YUDICE <YUDICE.SANDRA@richlandcountysc.gov>; Tomothy Edmond <Edmond.Tomothy@richlandcountysc.gov>; STACEY HAMM <HAMM.STACEY@richlandcountysc.gov>
Subject: Fwd: Increase Magistrate Pay

Good Morning Mr. Hayes,

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I will also call you today so we can discuss if your have any questions.

T. Dwight Hanna, IPMA-SCP, CCP, SHRM-SCP, CBP, ADAC
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Date: June 4, 2019 at 5:42:36 PM EDT
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Subject: FW: Increase Magistrate Pay

Chief Magistrate,

I am familiar with the current SC Code of Laws regarding pay for Magistrates.

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From: Tomothy Edmond
Sent: Tuesday, June 4, 2019 4:56 PM
To: DWIGHT HANNA <HANNA.DWIGHT@richlandcountysc.gov>
Cc: Tomothy Edmond <Edmond.Tomothy@richlandcountysc.gov>
Subject: Increase Magistrate Pay

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Kindest regards,

Tomothy C. Edmond
Summary Court Judge
Richland County Government
Upper Township District
edmond.tomothy@richlandcountysc.gov

P 803-576-2570/2320 F 803-576-2578



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Tomothy Edmond, Chief Summary Court Judge
Department: Upper Township District
Date Prepared: December 11, 2019 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 13, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 14, 2020
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	

Committee Administration & Finance
Subject: Salary Adjustment for Richland County Magistrates

Recommended Action:

Chief Magistrate Edmond recommends approving the salary increases for Richland County Magistrates based on the "Richland County Departmental Compensation Plan." Richland County Magistrates are currently compensated based on a formula derived from a pay plan, which was most recently updated during the fiscal year of 2015-2016. Under this county pay policy, full time magistrate judges' salaries are 75% of a Circuit Court judge's salary. In the most recent legislative session, the General Assembly passed a pay increase for Circuit Court judges and raised their salary from approximately \$143,000 to \$188,000. This means that a full time magistrate judge's salary would increase from approximately \$114,000 to \$141,000.

Motion Requested:

Move to accept the Chief Magistrate's recommendation to approve the amended salaries for full time magistrates based on the "Richland County Departmental Compensation Plan." This motion would increase the salaries approximately 33% which is in accordance with what the magistrates have been compensated since 1998 (magistrates have been paid in accordance with Circuit Court judges since then). This motion would not, and magistrates are not seeking, any "backpay" from when the Circuit Court judges salaries went in to effect back on July 1, 2019.

Request for Council Reconsideration: Yes

Fiscal Impact:

Under S.C. Code Ann. § 14-1-200, Circuit Court judges are paid 95% of what an Associate Justice of the Supreme Court is paid. The Chief Justice of the Supreme Court is paid 105% of what an Associate Justice of the Supreme Court is paid.

Under the 2019-2020 General Appropriations bill, the Chief Justice makes a salary of \$208,000. An Associate Justice makes \$198,095. So a Circuit Court judge makes 95% of \$198,095 which is \$188,190.25.

Salaries:

- Chief Justice: \$208,000

- Associate Justice: \$198,095
- Circuit Court Judge: \$188,190.25

SECTION 14-1-200. Establishment of salaries of Supreme Court Justices, Court of Appeals, Circuit Court, and Family Court judges.

The General Assembly shall establish the salary of the Chief Justice and Associate Justices of the Supreme Court in the annual general appropriation act with the salary of the Chief Justice to be one hundred five percent of the salary fixed for Associate Justices of the Supreme Court and shall fix the salaries for the court of appeals, circuit court, and family court according to the following schedule:

(1) The chief judge of the court of appeals shall receive a salary in an amount equal to ninety-nine percent of the salary fixed for Associate Justices of the Supreme Court;

(2) Judges of the court of appeals shall receive a salary in an amount equal to ninety-seven and one-half percent of the salary fixed for Associate Justices of the Supreme Court, and **circuit court judges shall receive a salary in an amount equal to ninety-five percent of the salary fixed for Associate Justices of the Supreme Court;**

(3) Judges of the family court shall receive a salary in an amount equal to ninety-two and one-half percent of the salary fixed for Associate Justices of the Supreme Court.

S.C. Code Ann. § 14-1-200

The current grand total of salaries for Richland County Magistrates is \$2,058,863.44. In accordance with the pay plan, this grand total would increase by \$679,424.94 for a grand total of \$2,73,288.38. This grand total includes FICA and Police Retirement System.

Additional Considerations:

Per Finance Director Stacey Hamm, when the General Assembly passed the Circuit Court pay increase, a proviso was issued that said indicated the increase would not apply to Magistrates. They also sent a correction that the 2% doesn't apply until FY21. Proviso 117.157 effectively decoupled magistrates' salaries from a circuit court judge's salary. This was accomplished by freezing the fiscal year to compute a magistrate's salary to FY 18-19, the year prior to the judicial salary increase.

Additionally, Budget Director James Hayes has expressed "great concerns of the fiscal impact and [the County's] ability to incurring such a great recurring costs."

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

In 1998, Richland County passed their first pay plan with regards to how magistrate judges would be compensated. Based on South Carolina law, all magistrates are to be compensated by their county based on a formula tied to a Circuit Court judge's salary. In the largest counties, which includes Richland, the baseline amount to be paid is 54% of a Circuit Court salary. However, all counties are allowed to pay above this baseline. Richland County has agreed to pay above this baseline since 1998. In the most recent pay compensation plan, Richland County has agreed to pay 75% of a Circuit Court salary.

Unlike many other counties across our state, Richland County is a leader in compensating and funding our magistrate court system. At every annual conference, judges across the state call Richland the "envy" of the magistrates system and what every magistrate system hopes to achieve. This is reflected in our Central Court located on Decker Blvd. This court has nine separate court rooms, mediation rooms, offices for the public defender and solicitor, and many more accommodations. Twice a month, hundreds of Richland County jurors are called to serve and witness first hand the impact of a fully funded and first rate magistrate system.

Richland County has not only invested heavily in the court infrastructure, but also the compensation to our 22 magistrate judges, and it reflects. The high compensation for these positions brings out some of the most qualified judges who seek these positions. As a core government function, the court is able to operate in state of the art facilities with knowledgeable and respected judges. The compensation of these judges has a direct impact on the community and the interaction between citizens and the government.

Just recently, the Post and Courier did an expose on the magistrate court system throughout our state and it was not kind. The article described the system as "corrupt" and "incompetent." The article also pointed out that many counties have been, and will be, sued by the ACLU for not protecting defendant's rights. Fortunately, the current Richland County Magistrate system was not in this article, and not by coincidence. Former Chief Magistrate Simons and current Chief Magistrate Edmond have worked to make sure that our court system is always in compliance with Court Administration and the Supreme Court. Quite often Court Administration will call on Richland County Magistrates to handle cases outside of our jurisdiction when there is a conflict.

In sum, the salary compensation is a direct investment in a fundamental service to the citizens.

Attachments:

1. Chief Magistrate's Supporting Documentation
 - a. Salary Increase Numbers
 - b. South Carolina Code 14-1-200
 - c. Richland County Departmental Compensation Plan (2013)
 - d. Richland County Departmental Compensation Plan (2015-2016)
 - e. Special Called – Budget 3rd Reading
2. SCAC - Magistrates and Masters-in-Equity Salary Update

Under S.C. Code Ann. § 14-1-200, Circuit Court judges are paid 95% of what an Associate Justice of the Supreme Court is paid. The Chief Justice of the Supreme Court is paid 105% of what an Associate Justice of the Supreme Court is paid.

Under the 2019-2020 General Appropriations bill, the Chief Justice makes a salary of \$208,000. An Associate Justice makes \$198,095. So a Circuit Court judge makes 95% of \$198,095 which is \$188,190.25.

Salaries:

- Chief Justice: \$208,000
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SECTION 14-1-200. Establishment of salaries of Supreme Court Justices, Court of Appeals, Circuit Court, and Family Court judges.

The General Assembly shall establish the salary of the Chief Justice and Associate Justices of the Supreme Court in the annual general appropriation act with the salary of the Chief Justice to be one hundred five percent of the salary fixed for Associate Justices of the Supreme Court and shall fix the salaries for the court of appeals, circuit court, and family court according to the following schedule:

- (1) The chief judge of the court of appeals shall receive a salary in an amount equal to ninety-nine percent of the salary fixed for Associate Justices of the Supreme Court;
- (2) Judges of the court of appeals shall receive a salary in an amount equal to ninety-seven and one-half percent of the salary fixed for Associate Justices of the Supreme Court, and circuit court judges shall receive a salary in an amount equal to ninety-five percent of the salary fixed for Associate Justices of the Supreme Court;
- (3) Judges of the family court shall receive a salary in an amount equal to ninety-two and one-half percent of the salary fixed for Associate Justices of the Supreme Court.

S.C. Code Ann. § 14-1-200

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 1 of 3
REVISION DATE: 07/03/2013	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

POLICY:

To establish pay plans for Richland County magistrates, subject to appropriations by Council in the Richland County Budget Ordinance.

PROCEDURE:

1. As of July 1, 1998, a full-time magistrate with a two year associate degree or four year Bachelors degree and having obtained four (4) years judicial experience or having a total of twelve (12) years judicial experience as an equivalent shall be paid at a salary rate of sixty percent (60%) of that of a Circuit Court Judge's salary of this state. A newly appointed magistrate would progress to the full time rate as follows:
 - 1.1. A newly appointed magistrate with a four (4) year Bachelor degree should be paid according to the "A" scale below. The term "Newly Appointed" for scale "A" means a person with a Bachelor degree never before serving as a magistrate for his/her first four year term or the remainder of an unexpired term of a former magistrate. A newly appointed magistrate does not have the requisite experience.
 - 1.2. A newly appointed magistrate without a four (4) Bachelor degree shall be paid according to the "B" scale below. The term newly appointed for the purposes of "B" scale means a person who meets the state minimum requirement and does not have a bachelor degree and does not have the requisite experience.

2. SCALE (A)

- 2.1. Upon first appointment a magistrate with a four year Bachelors degree shall be paid forty eight percent (48%) of the a circuit court judge for South Carolina.
- 2.2. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification by the Magistrate Board of Certification, a newly appointed magistrate shall be paid fifty four percent (54%) of a circuit court judge for South Carolina.
- 2.3. Upon completion of the anniversary of the second year as a magistrate, the magistrate shall be paid fifty seven percent (57%) of a circuit court judge for South Carolina;
- 2.4. Upon completion of the anniversary of the third year in office, year as a magistrate, the magistrate shall be paid sixty percent (60%) of a circuit court judge of South Carolina;

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 2 of 3
REVISION DATE: 07/03/2013	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

2.5. Upon completion of the anniversary of the fourth year in office, a magistrate shall be paid at a rate designated in section 1 above; that is sixty six percent (66%) of the rate of salary of circuit judge of the state.

3. SCALE B

3.1. Upon initial appointment the magistrate shall be paid at the state base rate.

3.2. Upon the second (2nd) anniversary the magistrate shall be paid at a rate of forty percent (40%) of a circuit judge's salary.

3.3. Upon the fourth (4th) anniversary the magistrate shall be paid at rate of forty four percent (44%) of a circuit judge's salary.

3.4. Upon the sixth (6th) anniversary the magistrate shall be paid at a rate of forty eight (48%) of a circuit judge's salary.

3.5. Upon the eighth (8th) anniversary the magistrate shall be paid at the rate of fifty two percent (52%) of a circuit judge's salary.

3.6. Upon the tenth (10th) anniversary the magistrate shall be at the rate of fifty six percent (56%) of a circuit judge's salary.

3.7. Upon the twelfth (12th) anniversary the magistrate shall be paid at a rate of sixty (60%) percent of a circuit judge's salary.

4. The annual salary adjustment for a magistrate will be the normal progression as outlined in Scale A and Scale B. Once the adjustment under Scale A and B has been achieved, any subsequent adjustments will be consistent with those of a circuit court judge. This will be inclusive of any cost of living adjustments given to State employees.

5. Magistrate and ministerial magistrates shall have the same perquisite as those employees of the County of similar position and salary.

6. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service.

7. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$5,000.00) for such added responsibilities as require by such position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN

TITLE: Magistrate Supplemental Pay Plans

Number: 2

EFFECTIVE DATE: 07/01/2013

Page: 3 of 3

REVISION DATE: 07/03/2013

REVISION #:

PREPARED BY: Human Resources Department

AUTHORIZED BY: TDH

8. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers retirement System (PORS) with the county contributing the full employer portion.
9. Magistrates requesting to be converted to PORS will have conversion funds contributed by the County equal to the amount due for the time served as a magistrate. Any other State retirement years required to be converted will be at the individual's expense.

REPLACES PAY PLAN EFFECTIVE AS OF JULY 1 1998 & 2013

POLICY

To establish pay plan for Richland County Magistrates subject to appropriations by the Council in the Richland County Budget Ordinance FY 2015 – 2016

PROCEDURE

1. Effective July 1, 2015 a full time magistrate meeting state qualifications or having obtained four (4) years judicial experience shall be paid at a rate of **seventy-five percent (75%)** of a Circuit Court Judge's salary of this state. Future salary adjustments shall be the same as salary adjustments, including cost of living adjustments, for all other Richland County employees. A newly appointed magistrate would progress to the full time salary rate as follows:

Newly Appointed Magistrate means a person meeting state qualifications and never before serving as a magistrate during the first four years in office.

- A. Upon first appointment a newly appointed magistrate shall be paid seventy-five percent (75%) of a full-time Richland County's magistrate's salary as in one (1) above;
- B. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification or exemption by the Magistrate Board of Certification a newly appointed magistrate shall be paid eighty percent (80%) of a full-time Richland County magistrate's salary as in one (1) above;

- C. Upon completion of the anniversary second year as a magistrate, the first term magistrate shall be paid eighty-five percent (85%) of a full-time Richland County magistrate's salary as in one (1) above;
 - D. Upon completion of the anniversary of the third year in office a first term magistrate shall be paid ninety percent (90%) of a full-time Richland County magistrate's salary as in one (1) above;
 - E. Upon completion of the anniversary of the fourth year in office and thereafter a full-time magistrate shall be paid the same salary as other full-time magistrates who have served for four years or more in Richland County.
2. Magistrates and ministerial magistrates shall have the same perquisites as those Richland County employees of similar position.
 3. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service as set out in A through E above.
 4. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$ 5000.00) for such added responsibilities as required by such a position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.
 5. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers Retirement System (PORS) of South Carolina with the County contributing the full employer portion. A Newly Appointed Magistrate may elect in writing to remain in the State Retirement System should the person have prior service credits there.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Special Called - Budget 3rd Reading
 June 22, 2015
 Page Eleven



The vote in favor was unanimous.

Outside Agencies: Move to fund Midlands Mediation Center at prior year amount of \$20,000 - This item was withdrawn.

All Regional Magistrates, Administrative Magistrate, and District Magistrate: Move that all budget recommendations be amended to include an increase in the salary of the magistrate to 75% of a circuit judge's salary. This will result in an 11.94% salary adjustment from 67% to 75% of a circuit judge's salary for 15 full time and 3 part-time magistrates. Total payroll increase will be \$218,000 - Mr. Livingston moved, seconded by Mr. Jackson, to support the proposal for \$218,000; reduce the Detention Center budget by \$218,000 and request the Administrator to evaluate the savings realized by these changes.

Mr. Livingston stated that if the changes do not realize a cost savings then the "pilot program" will be terminated.

Mr. Pearce inquired if the magistrate's salary can be temporarily adjusted.

Mr. Smith stated the State statute states that you cannot reduce the salary of a magistrate while they are in office.

Mr. McDonald stated from a programmatic standpoint the concept is good if the County can do so as a pilot program and review after a year.

Mr. Pearce inquired if the Chief Magistrate has the ability to voluntarily waive the statute in order to institute the pilot program.

Mr. Smith stated the statute cannot be waived.

Mr. Rose requested a friendly amendment to approve this item contingent upon Administration and Legal being able to structure the pilot program whereby if the program ceased the funding would ceased as well.

Mr. McDonald suggested earmarking the funds in the Detention Center budget and to allow Legal and Administration to work on the salary issue. If the logistics of salaries can be work out, then move the funds to the appropriate budget for expenditure.

Mr. Malinowski inquired if the costs would increase on items ordered by the Detention Center if the inmate population were to decrease and to research the option of utilizing "Skype" and/or other online services to reduce personnel costs.

The vote in favor was unanimous.

All Regional Magistrates, Administrative Magistrate, and District Magistrate: Move to revise the County Bond Court processes to a 24 hour operation. This change

ASHIYA MYERS

From: SCAC Staff <scac@scac.ccsend.com> on behalf of SCAC Staff <scacstaff@scac.sc>
Sent: Wednesday, June 12, 2019 4:49 PM
To: SANDRA YUDICE
Subject: Magistrates and Masters-in-Equity Salary Update - June 12, 2019



SOUTH CAROLINA ASSOCIATION OF COUNTIES

[ABOUT SCAC](#) [SC COUNTIES](#) [LEGISLATION](#) [MEETINGS](#) [SERVICES](#) [PUBLICATIONS](#)

Counties are required by law to fund the salaries of magistrates and masters-in-equity. State law has traditionally tied magistrates and masters-in-equity salaries to the salary of a circuit court judge, which is set in the state budget.

In this year's state budget (FY 19-20), circuit court judges received a significant increase in their salaries. Additionally, a proviso was passed that requires magistrate and masters-in-equity salaries to be computed differently. Proviso 117.157 effectively decoupled magistrates' salaries from a circuit court judge's salary. This was accomplished by freezing the fiscal year to compute a magistrate's salary to FY 18-19, the year prior to the judicial salary increase.

As a result of the decoupling, magistrates will be paid the same amount they were paid in FY 18-19 and will receive a 2 percent increase pursuant to the pay increase given to all state employees this year. The relevant code section dealing with magistrate salaries is § 22-8-40.

Proviso 117.157 did not decouple or freeze masters-in-equity salaries. Masters-in-equity remain tied to the circuit court judges' salaries pursuant to § 14-11-30, which provides that they must be paid up to 90 percent of a circuit court judge's salary. They also still have graduated pay scales based on county population with the 90 percent pay representing the highest paid tier. If your county has a full-time

or part-time master-in-equity, then you will be responsible for funding the increased salary of the master-in-equity.

If you have any questions about how much more your county must pay the master-in-equity please contact staff attorney [Daina Riley](#) at 1(800) 922-6081. Please consult your county attorney or Daina Riley if you have questions about what tier your county is in for each position.

South Carolina Association of Counties
1919 Thurmond Mall
PO Box 8207
Columbia, SC 29202-8207
Phone: (803) 252-7255 * (800) 922-6081
FAX: (803) 252-0379
scac@scac.sc

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ASHIYA MYERS

From: SCAC Staff <scac@scac.ccsend.com> on behalf of SCAC Staff <scacstaff@scac.sc>
Sent: Monday, June 17, 2019 1:09 PM
To: SANDRA YUDICE
Subject: Magistrates and Masters-in-Equity Salary Update - June 17, 2019



SOUTH CAROLINA ASSOCIATION OF COUNTIES

[ABOUT SCAC](#) [SC COUNTIES](#) [LEGISLATION](#) [MEETINGS](#) [SERVICES](#) [PUBLICATIONS](#)

On June 12, 2019, SCAC sent a magistrates and masters-in-equity salary update which stated that magistrates will receive a 2 percent pay increase this year (FY 19-20). Court Administration has since opined that the 2 percent pay increase will not take effect until FY 20-21.

If you have any questions regarding this update, please contact staff attorney [Daina Riley](#) at 1(800) 922-6081. Please see the attached salary schedule - available in the original Excel file, or as a PDF - as provided by Court Administration.

[Salary schedule \(Excel\)](#)

[Salary schedule \(PDF\)](#)

South Carolina Association of Counties
1919 Thurmond Mall
PO Box 8207
Columbia, SC 29202-8207
Phone: (803) 252-7255 * (800) 922-6081
FAX: (803) 252-0379
scac@scac.sc

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In Favor: Malinowski, Walker, Dickerson and McBride

The vote in favor was unanimous.

- o. Salary Adjustment for Richland County Magistrates – The committee recommended denial of the request.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

- p. Senior Resources – Request for Matching Grant Funds – The committee recommended forwarding this item to Council without a recommendation.

In Favor: Myers, Walker, Dickerson and McBride

Opposed: Malinowski

The vote was in favor.

- q. Bond Court Consolidation – City of Columbia and Richland County – This item was not taken up.
- r. Airport Property Use for a Promotional Event – This item was not taken up.

- 6. **ADJOURNMENT** – The meeting adjourned at approximately 6:40 PM.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- c. Increase FY20 Budget Allocation – Central Midlands Council of Government – Ms. Dickerson stated the committee recommended increasing the Central Midlands Council of Government budget allocation by \$10,866 to make the total allocation \$189,298.

Ms. Newton stated, for clarification, these are the dues the County is obligated to pay, per the agreement with the CMCOG.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Opposed: Malinowski and Walker

Present but Not Voting: Manning

The vote was in favor.

- d. Salary Adjustment for Richland County Magistrates [DENIAL] – Ms. Dickerson stated the committee sent this forward with a recommendation for denial. Since the committee meeting, she has received a request from Judge Edmond to defer this item, and bring it back at a later time.

Ms. Dickerson moved, seconded by Ms. McBride, to defer this item.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Opposed: Malinowski, Manning and Walker

The vote was in favor.

POINT OF ORDER – Mr. Manning inquired if this item was being deferred back to committee or a Council meeting.

Ms. Dickerson stated it was deferred back to committee.

Mr. Manning asked that the record reflect that he voted against this item because it was not clear whether it was going back to committee or a Council meeting.

- e. Senior Resources – Request for Matching Grant Funds – Ms. Dickerson stated the committee forwarded this to Council without a recommendation.

Mr. Andrew Boozer, Executive Director of Senior Resources, stated they have a unique opportunity to receive State funding. The request before Council is for matching grant funds. He stated they have built a coalition, as he had suggested, when he appeared before Council a few weeks ago. In addition to the \$60,000 the board has committed, they have been pledged \$40,000 from two (2) corporate sponsors, and received a \$25,000 commitment from the City of Columbia, contingent upon the

therein including, but not limited to, the prior consent, or subsequent ratification, of the County, which such consent or ratification may be given by resolution; and

WHEREAS, in satisfaction of such conditions, and upon request by the McEntire Companies and the Company, the County desires to approve the Assignment and as further evidence of such approval, to execute and deliver an Assignment and Assumption of Fee Agreements, the substantially final form of which is attached hereto as Exhibit A (the “Assignment and Assumption Agreement”); and,

WHEREAS, it appears that the Assignment and Assumption Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Approval of Assignment. The County hereby approves the Assignment as of the Transfer Date and acknowledges that, to the extent required by the Code and the respective Fee Agreements, this Resolution is an official ratification of the Assignment for purposes of Section 6.4 of the 2006 Fee Agreement, Section 6.4 of the 2012 Fee Agreement, and Section 8.6 of the 2024 Fee Agreement. The Assignment will be effective as of the Transfer Date, following delivery of an executed Assignment and Assumption Agreement, which such Assignment and Assumption Agreement is to be substantially in the form attached hereto as Exhibit A and hereby approved, or with such revisions thereto as are not materially adverse to the County and as shall be approved by the officials of the County executing the same.

Section 2. Authorization. The County Council authorizes the Chairman of the County Council and the County Administrator to execute the Assignment and Assumption Agreement for and on behalf of the County, and the Clerk to County Council to attest the same, and further authorizes the Chairman of County Council and the County Administrator to take whatever further actions as may be reasonably necessary and prudent to effect this Resolution.

Section 3. Severability. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 4. Repealer Clause. All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

[End of Resolution]

APPROVED AND ADOPTED IN A MEETING THIS 4th DAY OF FEBRUARY, 2025.

RICHLAND COUNTY, SOUTH CAROLINA

Chair
Richland County Council

Clerk to Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

EXHIBIT A

Form of Assignment and Assumption of Fee Agreements

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is effective as of December 6, 2024 by and among Fresh Express Acquisitions LLC, a Delaware limited liability company (“FEX”) and Bona Mobilia LLC, a Delaware limited liability company (“Bona” and together with FEX, the “Assignee”), McEntire Produce, Inc., a South Carolina corporation (“MCP”), R.C McEntire Trucking, Inc., a South Carolina corporation (“RCMT”), McEntire Limited Partnership, a South Carolina limited partnership (“MLP”), Produce Buildings, LLC, a South Carolina limited liability company (“Produce Buildings”), and C.H. McEntire Real Estate, LLC, a South Carolina limited liability company (“C.H. McEntire RE” and collectively with MLP, MCP, RCMT, and Produce Buildings, the “Assignor”), and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”).

WHEREAS, the County, acting by and through its County Council (“County Council”), under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44, of the Code, and Title 4, Chapter 1, of the Code, as well as by ordinances enacted by the County on July 12, 2006, June 5, 2012, and March 5, 2024, did previously enter into:

(a) a Fee Agreement with Assignor dated July 12, 2006, as amended by that certain Amendment to 2006 and 2012 Fee Agreements dated December 4, 2018 (the “2006 Fee Agreement”);

(b) a Fee Agreement with Assignor dated June 5, 2012, as amended by that certain Amendment to 2006 and 2012 Fee Agreements dated December 4, 2018 (the “2012 Fee Agreement”); and

(c) a Fee Agreement with Assignor dated March 5, 2024 (the “2024 Fee Agreement,” and together with the 2006 Fee Agreement and 2012 Fee Agreement, the “Fee Agreements”); and

WHEREAS, MLP conveyed its interest in the real property described in the Fee Agreements to Produce Buildings and C.H. McEntire RE pursuant to a Limited Warranty Deed recorded on June 24, 2024; and

WHEREAS, Produce Buildings, C.H. McEntire RE, MCP, and RCMT (the “APA Parties”) and Assignee are parties to that certain Asset Purchase Agreement (the “APA”) dated as of December [], 2024 (the “Transfer Date”); and

WHEREAS, capitalized terms used herein but not defined will have the meanings set forth in the APA; and

WHEREAS, the APA contemplates that the APA Parties shall transfer all of their Assigned Contracts, and other intangible personal property included in the Purchased Assets to Assignee;

WHEREAS, the APA further contemplates that Assignee shall assume the Assumed Liabilities; and

WHEREAS, Assignor desires to assign to the Assignee, and the Assignee desires to assume from the Assignor, effective as of the Transfer Date, all of the Assignor’s obligations, rights, title, and interest in, to, and under the Fee Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment by Assignor.** Assignor hereby conveys, transfers and assigns unto Assignee all of Assignor's obligations, rights, title, and interest in, to, and under the Fee Agreements, together with all the rights and benefits thereunder.

2. **Assumption by Assignee.** Assignee hereby assumes all obligations, rights, title, and interest of Assignor under the Fee Agreements, and agrees faithfully to observe and perform all of the obligations imposed upon Assignor thereunder on and after the Transfer Date.

3. **County Acknowledgement and Releases.** Effective as of 12:00 AM on the Transfer Date, the County hereby: (i) acknowledges the assignment and assumption set forth in this Assignment and confirms its approval thereof, (ii) releases Assignors from any breach of the duties, obligations, and liabilities under the Fee Agreements arising from and after the Transfer Date and (iii) releases Assignee from any breach of the duties, obligations, and liabilities under the Fee Agreements arising prior to the Transfer Date.

4. **Primacy of APA.** This Assignment is made, executed, and delivered pursuant to the APA, and is subject to all of the terms, provisions, and conditions thereof, including (without limitation) the representations, warranties, indemnifications, and limitations therein; provided, however, the APA shall not modify or be deemed to modify any of the terms, conditions and provisions of the Fee Agreements.

5. **Severability.** If any provision of this Assignment shall be held by a tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect, and this Assignment shall be interpreted as if such invalid provisions were omitted.

6. **Headings.** The headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of any of the provisions of this Assignment.

7. **Counterparts.** This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment may be executed electronically, by facsimile or scanned email images (such as a PDF file), or by DocuSign or similar electronic signature certification service, and such signatures shall be binding and deemed original.

8. **Miscellaneous.** No amendment or modification of this Assignment shall be valid or binding upon the parties hereto unless made in writing and executed by authorized representatives of both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:

MCENTIRE PRODUCE, INC., a South Carolina corporation

By: _____
Name: _____
Title: _____

R.C. MCENTIRE TRUCKING, INC., a South Carolina corporation

By: _____
Name: _____
Title: _____

PRODUCE BUILDINGS, LLC, a South Carolina limited liability company

By: _____
Name: _____
Title: _____

C.H. MCENTIRE REAL ESTATE, LLC, a South Carolina limited liability company

By: _____
Name: _____
Title: _____

MCENTIRE LIMITED PARTNERSHIP, a South Carolina limited partnership

By: _____
Name: _____
Title: _____

ASSIGNEE:

FRESH EXPRESS ACQUISITIONS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

FRESH EXPRESS INCORPORATED, a
Delaware corporation

By: _____
Name: _____
Title: _____

BONA MOBILIA LLC, a Delaware limited
liability company

By: _____
Name: _____
Title: _____

COUNTY:

Chairman
Richland County Council

Clerk to Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Richland County Council Request for Action

Subject:

Authorizing the grant of an option to acquire certain real property owned by Richland County, South Carolina to Mark Anthony Brewing, Inc.; authorizing the transfer of such real property on the exercise of the option by Mark Anthony Brewing, Inc., and the satisfaction of certain conditions as set forth in the option agreement; and other matters related thereto

Notes:

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

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

AUTHORIZING THE GRANT OF AN OPTION TO ACQUIRE CERTAIN REAL PROPERTY OWNED BY RICHLAND COUNTY, SOUTH CAROLINA TO MARK ANTHONY BREWING, INC.; AUTHORIZING THE TRANSFER OF SUCH REAL PROPERTY ON THE EXERCISE OF THE OPTION BY MARK ANTHONY BREWING, INC. AND THE SATISFACTION OF CERTAIN CONDITIONS AS SET FORTH IN THE OPTION AGREEMENT; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized to enter into contracts and to grant interests in and sell its real property;

WHEREAS, the County and Mark Anthony Brewing, Inc. (“Mark Anthony”) previously entered into that certain Additional Project Land Purchase agreement effective as November 10, 2020 (as amended and supplemented, the “Purchase Agreement”) pursuant to which the County transferred to Mark Anthony certain property (“Property”) located adjacent to Mark Anthony’s existing facility (“Existing Facility”) in the County;

WHEREAS, the County transferred the Property to Mark Anthony for the purpose of Mark Anthony locating either an expansion of the Existing Facility or a supplier benefitting the operations at the Existing Facility on such Property which, in either case, the County expected would result in an investment in taxable real and personal property in excess of One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00) (collectively “Additional Project”);

WHEREAS, pursuant to the Purchase Agreement, the County transferred the Property to Mark Anthony subject to a right of reversion which was conditioned on the non-occurrence of the Additional Project by a date certain (the “Reversion Right”);

WHEREAS, the conditions required to trigger the Reversion Right were satisfied and Mark Anthony is reconveying the Property back to the County;

WHEREAS, Mark Anthony has represented to the County that it expects to undertake the Additional Project (or cause the Additional Project to be undertaken);

WHEREAS, to encourage the Additional Project, the County, as optionor and seller, desires to grant an option in the Property to Mark Anthony, as optionee and seller, pursuant to the Option Agreement, the substantially final form of which is attached hereto as Exhibit A (“Option Agreement”); and

WHEREAS, the terms of the Option Agreement grant to Mark Anthony an option to acquire the Property (as more particularly described in the Option Agreement) subject to achieving certain conditions as set forth in the Option Agreement, including the Mark Anthony demonstrating, to the County’s satisfaction, that Mark Anthony is prepared to proceed with the Additional Project.

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

Section 1. Findings. County Council determines that the grant of the option in the Property to Mark Anthony and, on the valid exercise of the option by Mark Anthony, the transfer of the Property to Mark

Anthony are each proper governmental and public purposes and are anticipated to benefit the general public welfare of the County.

Section 2. Approval of Option and Transfer of the Property; Authorization to Execute the Option Agreement. County Council approves the option and transfer of the Property by the County subject to the terms and conditions of the Option Agreement. County Council authorizes each of the County Council Chair and the County Administrator to execute and deliver the Option Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair or the County Administrator, following receipt of advice from counsel to the County, with the execution of the Option Agreement by the County Council Chair or the County Administrator to constitute conclusive evidence of the final approval thereof.

Section 3. Further Acts. County Council authorizes each of the County Council Chair, the County Administrator, or the Director of Economic Development, following receipt of advice from counsel to the County, to take such further acts and to approve and execute whatever further instruments on behalf of the County, including a deed for the Property or other closing affidavits and certificates, as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance and the Option Agreement. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the Property are expressly ratified and confirmed.

Section 4. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of 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

READINGS:

First Reading: February 4, 2025
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF OPTION AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

OPTION AGREEMENT

THIS OPTION AGREEMENT (the “*Agreement*”) is made and entered into as of the ____ day of _____, 2024 (“*Effective Date*”), by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (“*Optionor*”) and **MARK ANTHONY BREWING, INC.**, a Delaware corporation (“*Optionee*”).

WHEREAS, Optionor, as seller, and Optionee, as purchaser, entered into that certain Additional Project Land Purchase agreement effective November 10, 2020, whereby Optionor agreed to convey the Property, as hereinafter defined, to Optionee (the “*Purchase Agreement*”) to be used for either the expansion of the Optionee’s existing facility adjacent to the Property, or to be sold to a supplier of Optionee for uses benefiting the Optionee, with investment in such facilities, in either case, in excess of One Hundred Fifty and No/100 Dollars (\$150,000,000.00);

WHEREAS, Pursuant to the Purchase Agreement, Optionor conveyed the Property to Optionee in that certain Limited Warranty Deed to Real Estate with Reverter dated November 24, 2020, and recorded on November 24, 2020, in Book 2554, at Page 2325, in the Office of the Register of Deeds for Richland County, South Carolina (the “*Sale Deed*”);

WHEREAS, The Sale Deed contained a right of reversion reserved by the Optionor which was conditioned on the non-occurrence of certain conditions more fully set forth in the Deed and Purchase Agreement (the “*Reversion Right*”);

WHEREAS, The conditions required to trigger the Reversion Right were satisfied;

WHEREAS, In lieu of Optionor utilizing the Reversion Right, Optionee has conveyed the Property to Optionor pursuant to that certain Limited Warranty Deed to Real Estate, dated of even date herewith (the “*Optionee Deed*”), and, as consideration therefor, Optionor has agreed to grant Optionee an option to to purchase the Property and enter into this Agreement for that purpose.

WITNESSETH:

1. Option to Purchase: Termination of Reversion Right.

(a) For and in consideration of the Optionee Deed, the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns, the irrevocable right and option (“*Option*”) to purchase, at any time through the Option Date (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement, including without limitation, satisfaction of the Option Condition (as defined below).

(b) The Parties agree that the Reversion Right is terminated and the memorandum of agreement to be recorded pursuant to Section 26 hereof will contain a statement to that effect.

2. Property Subject to Option. The following shall be the property subject to this Agreement (the “*Property*”):

All that certain piece, parcel or lot of land with any improvement thereon, situate lying and being in the County of Richland, State of South Carolina, consisting of approximately 63.62 total acres at Longwood Road and bearing Richland tax map number R16100-02-16, as more fully described on Exhibit A, attached hereto and incorporated by reference.

3. Option Term/Closing.

(a) The term of the Option shall commence on the Effective date and end **three (3) years** from the Effective Date ("**Option Date**"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, subject to the satisfaction of the Option Condition, as hereinafter defined, Optionee may elect to exercise the Option by providing Optionor written notification of its election ("**Exercise**"). The date such notification is mailed or hand delivered to Optionor shall be the "**Notification Date**." In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise of the Option prior to the Option Date, then this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

(b) In the event that Optionee elects to exercise this Option, it must be exercised as to the entire Property, and Optionee may not exercise the Option with respect to only a portion of the Property.

(c) Provided that Optionee has timely delivered the Exercise of the Option as set forth in Section 3(a) above, the closing of the purchase and sale of the Property ("**Closing**") will be held at a location to be determined by the Optionee on any date ("**Closing Date**") which is on or before that date which is sixty (60) days following the Notification Date, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least ten (10) days in advance thereof.

4. Option Condition; Right of Repurchase; Payment Obligation.

(a) Option Requirement. In order to exercise the Option, Optionee must, to the reasonable satisfaction of Optionor, be prepared to proceed with the construction of a manufacturing, distribution, corporate office, quality center (or some combination of the foregoing) facility with a minimum investment in real property improvements and personal property of not less than **One Hundred Fifty Million Dollars (\$150,000,000.00)** (a "**Qualifying Project**") within six (6) months of the Closing Date (the "**Option Condition**"). Optionee shall provide Optionor with any documentation reasonably required by Optionor to verify that Optionee is prepared to proceed with the Qualifying Project pursuant to the foregoing sentence, including without limitation, plans and specifications, budgets, and/or executed construction contracts.

(b) Right of Repurchase. The Deed, as hereinafter defined, shall include a right of repurchase of the Property for the Purchase Price (as defined below) if construction of the Qualifying Project is not commenced within six (6) months of the Closing Date. For the purposes of this Agreement, construction shall be deemed to have commenced when the construction of material vertical improvements incorporating steel into the Qualifying Project has commenced, such as the support structure for buildings to be included in the Qualifying Project.

(c) Failure to Complete; Secured Payment Obligation. The Deed, as hereinafter defined, or such other separate agreement as the parties may agree upon, shall include a contingent payment obligation (the "**Payment Obligation**") if construction of the Qualifying Project is begun but the construction of the Qualifying Project is not complete in all material respects by the date which is **three (3) years** following the Closing Date, with completion evidenced by issuance of a final certificate of

occupancy (the “*Final C.O.*”) for the full Qualifying Project. The amount of the Payment Obligation shall be (i) **Eight Million Eight Hundred Ninety-Eight Thousand One Hundred Fifty Dollars (\$8,898,150.00)** (the “*Lump Sum Payment*”), which the parties have agreed is equal to the net present value of five years of projected ad valorem taxes on the Qualifying Project; or (ii) a pro rata portion of the Lump Sum Payment should the Final C.O. be issued but the facility does not qualify as a Qualifying Project due to a shortfall in the \$150,000,000 investment requirement, with the percentage portion of the Lump Sum Payment due being equal to the percentage by which the total investment is less than \$150,000,000, but in no event shall the actual investment be less than \$100,000,000 and in the event that it is, the full lump sum payment shall be due. The Payment Obligation shall be represented by a conditional promissory note (the “*Payment Obligation Note*”) and secured by a mortgage on the Property (the “*Payment Obligation Mortgage*”), both delivered by Optionee to Optionor at Closing. Alternatively,

5. Purchase Price: Method of Payment. The purchase price (“*Purchase Price*”) for the Purchase shall be Ten and No/100 Dollars (\$10.00).

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, or thereafter if Optionee and Optionor shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the “*Impositions*”) for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Optionor shall deliver to Optionee the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Optionor covenants to convey to Optionee at Closing fee simple marketable title in and to the Property by limited warranty deed, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements of record for the installation or maintenance of public utilities serving only the Property; (iii) those certain “Permitted Encumbrances” set forth on Exhibit B in the Sale Deed, incorporated herein by this reference; and (iv) matters deemed permitted exceptions pursuant to Section 7(b), below (collectively, “*Permitted Exceptions*”).

(b) Within sixty (60) days of the Notification Date (such period being referred to herein as the “*Title Review Period*”), Optionee may, at Optionee’s expense, examine the title to the Property and shall give Optionor written notice prior to the Option Date of any objections which render Optionor’s title less than fee simple marketable title or which may hinder, impede or result in additional costs to Optionee to develop and construct the Qualifying Project (each a “*Title Objection*”), provided Optionee shall have no right to object to any matters to the extent the same are Permitted Exceptions.

Optionor shall have until Closing in which to satisfy all Title Objections specified in Optionee's initial notice of Title Objections, provided that, Optionor shall not be obligated to cure any Title Objections except as specified in 7(c), below. If Optionor fails to satisfy any Title Objection (other than specified in 7(c) below), then, at the option of Optionee, Optionee may, as Optionee's sole remedy therefor: (i) terminate this Agreement, in which event all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect, or (ii) waive the Title Objection and such Title Objections which Optionee has not cured shall be deemed to become Permitted Exceptions for the purposes of this Agreement. In the event Optionee does not terminate prior to Closing, Optionee shall be deemed to have elected to proceed under (ii), above. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the Effective Date, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections. To the extent not the subject of a Title Objection, as of the expiration of the Title Review Period, any and all matters of title in existence as of the Notification Date shall be deemed to become Permitted Exceptions hereunder.

(c) From and after the Effective Date of this Agreement through Closing, Optionor shall not mortgage, grant easements (other than utility easements within twenty-five (25) feet of the boundary of the Property as approved by Optionee) on, or otherwise encumber the Property (except with obligations that can be paid at closing), or allow or conduct any construction or any other activities or any uses of the Property. With respect to any encumbrances or any activities which are not permitted pursuant to the foregoing sentence, Optionor shall request Optionee's consent if it desires to grant such encumbrances, activities or uses which Optionee may refuse or grant in its reasonable discretion. Optionee shall have all remedies available to it by law for violation of Optionor's obligations under this section 7(c). and shall be entitled to recover reasonable attorneys' fees.

8. Survey.

(a) Optionee may, obtain, at Optionee's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. Optionor shall deliver a quitclaim deed using the legal description of the Property derived from the Survey.

(b) Optionee shall, prior to the expiration of the Title Review Period, give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), provided Optionee shall have no right to object to any matters to the extent the same are Permitted Exceptions, and Optionor shall, within ten (10) days after Optionee has received notice, elect by written notice to Optionee to at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice provided that, Optionor shall not be obligated to cure any Survey Objections unless created, allowed, or permitted by Optionor in violation of this Agreement. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have until Closing, to elect to (1) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct, or (2) pursue all remedies available to it at law, including the recovery of reasonable attorneys' fees, or (3) elect to terminate the this Agreement which shall then be of no further force or effect. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above. To the extent not the subject of a Survey Objection, as of the expiration of the Title Review Period, any and all matters of survey in existence as of the Notification Date shall be deemed to become Permitted Exceptions hereunder.

9. Investigation of the Property.

(a) Between the Effective Date hereof and the Closing Date, Optionee and Optionee's agents and designees shall have the right to enter the Property, upon provision of not less than forty-eight (48) hours notice to Optionor, for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property (collectively, the "*Optionee Due Diligence Materials*"); *provided, however*, that such activities by or on behalf of Optionee shall not damage the Property. If Optionee fails to exercise the option, then any and all Optionee Due Diligence Materials will be delivered to the Optionor, at no expense, within thirty days of Optionee's notice not to exercise the option. Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall Optionor conduct any testing or other examination of the Property more invasive than a Phase I Environmental Assessment without the express written consent of Optionor, which may be withheld in Optionor's sole discretion. In all events, Optionee shall repair any and all damage to the Property which results from Optionee's exercising of Optionee's rights to access the Property pursuant to the terms of this Section and the Agreement.

(b) Optionee hereby agrees to indemnify Optionor for any and all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence and Section 9(a), above, shall expressly survive the Closing or any termination of this Agreement, in each case for a period of one (1) year.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form and with Transferor Affidavit attached, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer and Optionee, with respect to the Property; and (iii) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions.

(b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) the Payment Obligation Note and Payment Obligation Mortgage, and (iii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Optionor shall pay the commission of any broker involved in the sale of the Property, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Optionee shall pay its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, the transfer fees associated with the recording of the limited warranty deed, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee. Optionee shall also pay Optionor's attorneys' fees; *provided, however*, such fees will not exceed (i) \$10,000 on the date of execution of this Agreement and conveyance of the Property to Optionor, and (ii) \$10,000 at the closing of any conveyance of the Property to

Optionee pursuant to this Agreement. The foregoing limitation shall not apply to any attorneys' fees of Optionor incurred in connection with any incentives granted to Optionee at the time of conveyance of the Property back to Optionee and which Optionee agrees to pay pursuant to separate agreement.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. In the event Optionee timely delivers its Exercise, Optionor shall surrender possession of the Property to Optionee on the Closing Date.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

(a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:

(i) That this Agreement has been duly authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

(ii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iii) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.

(iv) There is no pending litigation or dispute concerning the location of the lines and corners of the Property and such lines and corners are clearly marked.

(b) In the event Optionee timely delivers its Exercise, the obligation of Optionee that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement. Such representations and warranties shall survive the Closing or termination of this Agreement for a period of six (6) months.

14. Remedies

(a) Provided that Optionee has timely delivered its Exercise and further provided that Optionor is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, then, as Optionor's sole remedy therefor, Optionor shall be entitled to terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this

Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder other than those obligations which expressly survive termination, provided that, if Optionee defaults with respect to Optionee's indemnification or repair obligations set forth in this Agreement, then, in addition to the foregoing remedy, Optionor shall be entitled to seek any and all remedies available at law or equity.

(b) Provided that Optionee has timely delivered its Exercise and further provided that Optionee is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, and such default is not cured within ten (10) days after written notice by Optionee specifying the default, then, as Optionee's sole remedy therefor, Optionee shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder other than those which expressly survive termination, or (ii) seek specific performance of this Agreement; provided, however, that (i) Optionee shall, at all times, remain entitled to the remedies in Section 7(c) hereof; and (ii) in the event that the court is unable to enforce specific performance of this Agreement as a result of a grossly negligent or intentional act of Optionor in violation of its obligations under this Agreement, Optionee shall be entitled to recover its damages in lieu of specific performance.

15. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings (other than by Optionor), or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Option Consideration shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall either (i) assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking, or (ii) if such award or payment is made to Optionor prior to closing, the Purchase Price will be reduce by an amount equal to the award or payment. Optionor shall notify Optionee of eminent domain proceedings within five (5) days after Optionor learns thereof.

16. Assignment. This Agreement may not be assigned by Optionee, in whole or in part, without the express written consent of Optionor, which may be withheld in Optionor's sole discretion.

17. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

18. Brokers. Each party represents and warrants to the other that they have not retained any broker or other third party which would be entitled to brokerage commissions or fees payable in connection with this Agreement or the purchase and sale of the Property. Optionee shall and does hereby indemnify, defend and hold harmless Optionor from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement. Optionor shall reimburse Optionee for any commission, fee, or other payment owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The reimbursement obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

19. Survival. Except as expressly stated to the contrary, all of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for a period of six (6) months.

20. Modification. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

21. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

22. Time. Time is and shall be of the essence of this Agreement.

23. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

24. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

25. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionee: Mark Anthony Brewing
145 S. Wells Street, Suite 900
Attn: President
Phone: (312) 202 3727

With a copy to: Nelson Mullins Riley & Scarborough
1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attn: Edward Kluiters
Phone: (803) 255-9245

Optionor: Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Phone: (803) 576-2050

With a copy to: Parker Poe Adams & Bernstein LLP
1221 Main Street, #1100

Columbia, South Carolina 29201
Attn: Todd Haynie
Phone (803) 253-8915

26. Memorandum. A memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days from the Effective Date hereof.

27. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder for any failure or delay in performance which is due to an event beyond the reasonable control of the party affected, including but not limited to a strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood, or other natural catastrophe, civil disturbance, riot, or armed conflict whether declared or undeclared, pandemics, acts of God, national emergencies, wars, acts of terrorism, riots, federal, state, or local laws, rules, or regulations, embargo, unexpected soil conditions, or any other cause similar to the causes or categories of causes described above.

Signautre Pages to Follow

IN WITNESS WHEREOF, the Optionor has caused this Agreement to be executed by its duly authorized officer this ____ day of _____, 2024.

WITNESSES:

OPTIONOR:

Richland County, South Carolina

By: _____

Name: _____

Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, **as**
_____ **of Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 2024.

Notary Public for South Carolina

My Commission Expires _____

IN WITNESS WHEREOF, the OPTIONEE has caused this Agreement to be executed by its duly authorized officer this ____ day of _____, 2024.

WITNESSES:

OPTIONEE:

Mark Anthony Brewing, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, as _____ of **MARK ANTHONY BREWING, INC.**, a Delaware corporation, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 2024.

Notary Public for South Carolina

My Commission Expires _____

Exhibit A
Legal Description of the Property

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being identified as "Tract B" containing 63.62 acres, more or less, on a plat prepared for Mark Anthony Brewing Inc. by William E. Hayes, PLS dated November 18, 2020 and recorded on November 24, 2020 in Plat Book 2554 at Page 2324 in the Office of the Register of Deeds of Richland County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

Derivation: This being the same property conveyed to Mark Anthony Brewing Inc., by deed of Richland County, South Carolina, recorded in the Office of the Register of Deeds for Richland County on November 24, 2020 in Book 2554, at Page 2325.

For Informational Purposes Only: Richland County TMS Number 16100-02-16

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 Killian Woods Development, LLC; and other related matters

Notes:

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

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

AUTHORIZING THE 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 KILLIAN WOODS DEVELOPMENT, LLC; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, Killian Woods Development, LLC (“Company”) desires to develop a establish townhome-style rental unit community within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$38,050,000;

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: February 4, 2025
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

KILLIAN WOODS DEVELOPMENT, LLC

Effective as of: [_____, 2025]

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [_____, 2025] (“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 Killian Woods Development, LLC, a South Carolina limited liability company (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, as part of a commercial development to be located in the County, the Company has committed to establish townhome-style rental unit community in the County (“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 [\$38,050,000], and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [_____, 2025] (“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 the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [_____, 2025] in accordance with Section 4-1-170(C) of the Act; 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 South Carolina 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 [\$38,050,000] in taxable property in the Project ("Investment Commitment") by [_____, 2030] ("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"). The Company additionally commits to reserve and hold a portion of the units at the Project as workforce housing ("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 33% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning no more than 120% of the area median family income, as published by Fannie Mae, for the Project location of Longreen Road near Clemson Road Intersection, Columbia, South Carolina. For clarity, the median family income in the Columbia, South Carolina HUD Metro FMR Area for the year 2024 is \$86,900. Additionally, income is based on the information provided at the time of application, unless new income information is received from tenant.

(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 rent rolls, and related documentation, sufficient to reflect the Workforce Housing Public Infrastructure is not less than 50% of the total units at the Project (the "Certified Workforce Housing Unit Level"). If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in 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 and 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 confirmation of 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 June 30 of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit (*e.g.*, June 30, 2025 corresponds to tax year 2026), the Company shall submit to the County Auditor 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. 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 December 12, 2017, 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, 2028;

(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.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against

Fax: N/A

with a copy to
(does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889
Phone: 803.540.7945
Fax: 803.765.1243

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 **[\$6,500]**. 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, Killian Woods Development, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

KILLIAN WOODS DEVELOPMENT, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[TMS: R17400-05-46]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes the Non-Workforce Housing Public Infrastructure as listed below:

<u>Description</u>	<u>Budget</u>

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 [] 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 [] 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 [], 20[], (the “Agreement”) by and between Killian Woods Development, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (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 family income as published by Fannie Mae, for the Project location of [] 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___.

By: _____
Name: _____
Its: _____

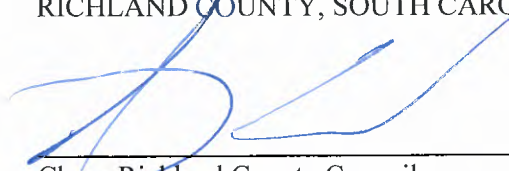
EXHIBIT E (See Section 2.4)

**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

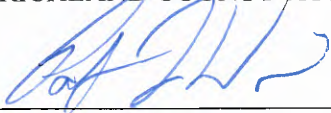
(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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



REQUEST OF ACTION

Subject: FY25 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** 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
Ann Brodie's Carolina Ballet	\$ 5,000
Richland Library	\$ 5,000
Total Allocation	\$ 10,000
FY25 Approved Allocations YTD	\$ 69,800
Remaining FY2025 Balance	\$ 10,275

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 **\$15,000** 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
LR Sweet Potato Festival	\$ 15,000
Total Allocation	\$ 15,000
FY25 Approved Allocations YTD	\$ 13,000
Remaining FY2025 Balance	\$228,977

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.