

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY JUNE 17, 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



Allison Terracio
District 5



Paul Livingston
District 4



Don Weaver
District 6



Tish Dozier Alleyne
District 8



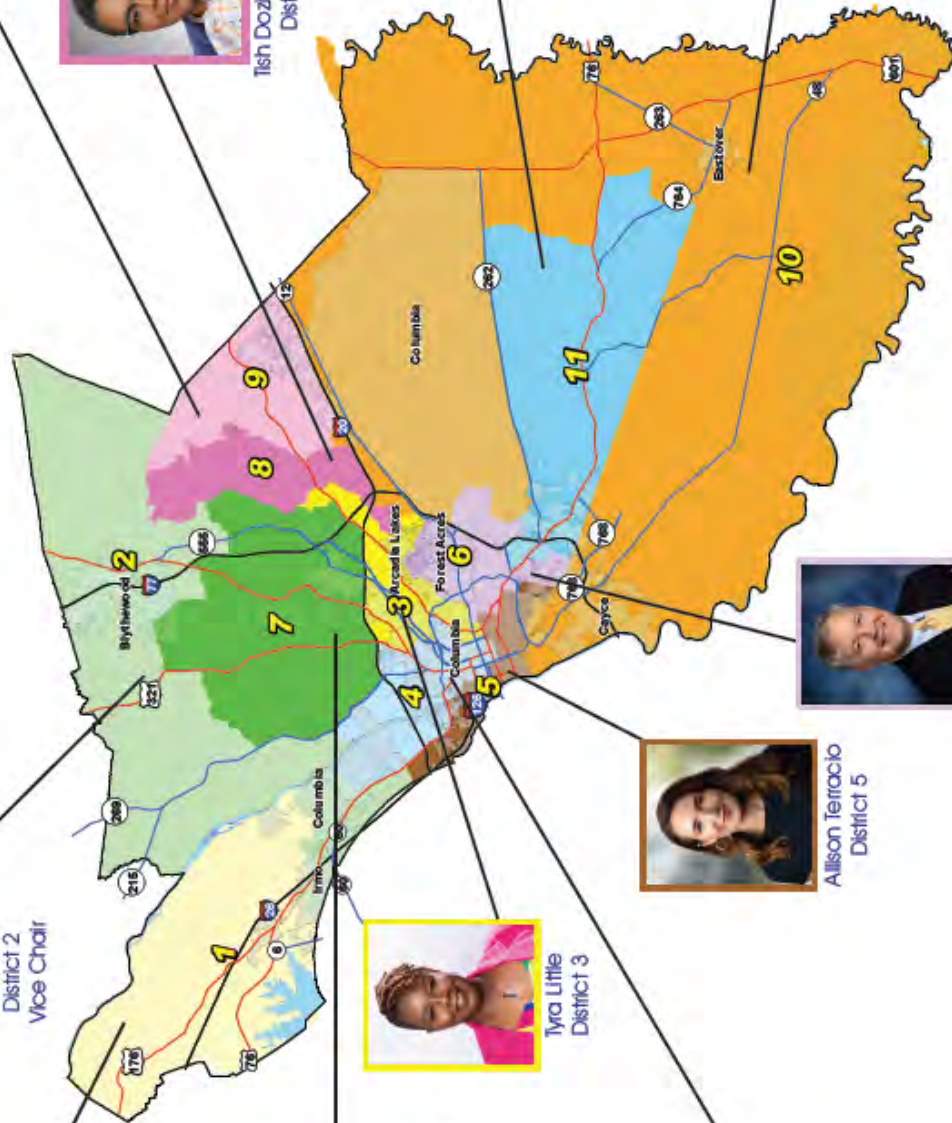
Chakisse Newton
District 11



Cheryl D. English
District 10



Jessica Mackley
District 9
Chair





**Richland County
Regular Session**

AGENDA

June 17, 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 Allison Terracio

3. PLEDGE OF ALLEGIANCE

The Honorable Allison Terracio

4. PRESENTATION OF PROCLAMATIONS

**a. A Proclamation Recognizing Blythewood High School
Girls' Track Team as the 5A State Champions**

The Honorable Derrek Pugh

**b. A Proclamation Recognizing June 15-21, 2025, as
National Mosquito Control Awareness Week**

The Honorable Jason Branham The
Honorable Derrek Pugh
The Honorable Allison Terracio
The Honorable Don Weaver
The Honorable Tish Dozier Alleyne
The Honorable Cheryl English The
Honorable Chakisse Newton

c. A Proclamation Recognizing Juneteenth

The Honorable Derrek Pugh
The Honorable Tyra K. Little
The Honorable Paul Livingston The
Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Tish Dozier Alleyne
The Honorable Jesica Mackey The
Honorable Cheryl English The
Honorable Chakisse Newton

**d. A Proclamation Recognizing June as Gun Violence
Awareness Month**

The Honorable Derrek Pugh
The Honorable Tyra K. Little
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Tish Dozier Alleyne
The Honorable Jesica Mackey
The Honorable Cheryl English

5. PRESENTATION OF RESOLUTIONS

The Honorable Jesica Mackey

- a. A Resolution Honoring the Life and Legacy of Dr. Matilda A. Evans
- b. A Resolution Recognizing June as National Safety Month

6. APPROVAL OF MINUTES

The Honorable Jesica Mackey

- a. Regular Session: June 3, 2025 **[PAGES 10-18]**
- b. Special Called Meeting: June 5, 2025 **[PAGES 19-36]**

7. ADOPTION OF AGENDA

The Honorable Jesica Mackey

8. 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. Legal Advice Regarding Tax Assessments [Pursuant to S.C. Code Section 30-4-70(a)(2)]
- b. Discussion and legal advice concerning the Contract for Private/Public Pet Services [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

9. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

10. 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).

11. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. General Updates

- 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. Midlands Workforce Development Board – Plan Year 2025 Memorandum of Understanding - The Midlands Workforce Area SC Works System
[\[PAGES 38-92\]](#)

12. REPORT OF THE CLERK OF COUNCIL

Anette Kyrlo,
Clerk of Council

- a. Upcoming Council District Events:

1. Thursday, June 26th - District 10 Comprehensive Plan Update, Eastover Park, 1031 Main Street, Eastover, 6:00-7:30 PM

- b. Tuesday, July 8th - Richland County Homeownership Assistance Program, Sheriff's Department Annex, 2500 Decker Boulevard, Columbia, 6:00-7:00 PM

13. REPORT OF THE CHAIR

The Honorable Jesica Mackey

- a. 2026 Strategic Planning Forum

14. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Jesica Mackey

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Core Columbia Hampton LLC, a company previously identified as Project Catalyst; and other related matters

15. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. Case #25-018MA
Joyce S. Burgess
INS to GC (.83 Acres)
7600 Wilson Boulevard
TMS #R14303-02-25 {District 7 - BARRON}
[THIRD READING] [\[PAGES 93-94\]](#)

16. THIRD READING ITEMS

The Honorable Jesica Mackey

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Core Columbia Hampton LLC, a company previously identified as Project Catalyst; and other related matters
[\[PAGES 95-115\]](#)
- b. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2025 and ending June 30, 2026 [\[PAGES 116-127\]](#)

17. SECOND READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina; County TMS #R06400-01-01 [\[PAGES 128-130\]](#)
- b. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust
[\[PAGES 131-135\]](#)
- c. An Ordinance Authorizing the sale of 120 Clemson Road, Columbia, South Carolina; County TMS #R25608-01-38 [\[PAGES 136-138\]](#)

18. FIRST READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance authorizing the termination of a conservation easement on certain lands currently owned by Brenda Quick and the Ball Family Revocable Trust [\[PAGES 139-143\]](#)
- b. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed Seventy Million Dollars (\$70,000,000), to fund the costs of certain capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the

bonds and the form and details of the bonds;
providing for the disposition of the proceeds of the
bonds and the payment of the bonds; and other
related matters [\[PAGES 144-168\]](#)

19. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Momentum; and other related matters [FIRST READING] [\[PAGES 169-192\]](#)
- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project West; identifying the project; and other matters related thereto [\[PAGES 193-194\]](#)
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project West to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [\[PAGES 195-229\]](#)

20. OTHER ITEMS

The Honorable Jessica Mackey

- a. FY25 - District 1 Hospitality Tax Allocations [\[PAGES 230-231\]](#)
 - 1. Miss SC Scholarship Organization - \$2,400
- b. FY25 - District 2 Hospitality Tax Allocations [\[PAGES 232-233\]](#)
 - 1. Edgewood Foundation - \$5,000
 - 2. Camouflage Connection - \$10,000
- c. FY25 - District 11 Hospitality Tax Allocations [\[PAGES 234-235\]](#)
 - 1. Black Expo 2025 - \$5,000
 - 2. Kingville Historical Foundation - \$10,000
 - 3. Town of Eastover - \$5,000
 - 4. South Carolina Ballet - \$5,000

21. 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

22. MOTION PERIOD

23. ADJOURNMENT

The Honorable Jesica Mackey



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



Richland County Council
Regular Session
MINUTES
June 3, 2025 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Derrek Pugh, Tyra Little, Paul Livingston, Allison Terracio (via Zoom), Don Weaver, Gretchen Barron, Tish Dozier-Alleyne, Jesica Mackey, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Anette Kirylo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Angela Weathersby, Kenny Bowen, Lori Thomas, Stacey Hamm, Andy Haworth, Michelle Onley, Judy Carter, Tamar Black, Jennifer Wladischkin, Michael Byrd, Jeff Ruble, Jackie Hancock, Leonardo Brown, Michael Maloney, Brittany Hammond, Oscar Rosales, Quinton Epps, Wayne Thornley, and Jani Hussain.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Honorable Allison Terracio led the Invocation.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jesica Mackey.
4. **PRESENTATION OF RESOLUTIONS**
 - a. **A Resolution Honoring the Life and Legacy of Dr. Matilda A. Evans** – Ms. Barron moved to defer this item until the June 17th Council meeting, second by Mr. Livingston.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.
 - b. **A Resolution Recognizing June as Fatherhood Month {Resolution #2025-0603-001}** – Ms. Barron moved to adopt the resolution recognizing June as Fatherhood Month, seconded by Mr. Pugh.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.
The County Administrator, Leonardo Brown, read the resolution into the record.
5. **APPROVAL OF MINUTES**
 - a. **Special Called Meeting: May 13, 2025**
 - b. **Zoning Public Hearing: May 20, 2025**
 - c. **Budget Public Hearing: May 22, 2025**
Ms. Newton moved to approve the May 13th Special Called, May 20th Zoning Public Hearing, and May 22nd Budget Public Hearing minutes as distributed, seconded by Ms. Barron.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.
6. **ADOPTION OF AGENDA** – Mr. Livingston moved to adopt the agenda as published, seconded by Ms. Newton.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the items eligible for Executive Session:

- a. Property Inquiry – Capital Projects: Columbia Place Mall – TMS # R16904-01-02 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- b. Legal Advice regarding Budget Items [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- c. Legal Advice: Tourism Development Fee [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
 1. Darrin Thomas, 22 Sunturf Circle, Columbia, SC 29223 – Columbia Black Expo.

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) – No one signed up to speak.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration – No updates were given.
- b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance)
 1. *County Administration - \$70M General Obligation Bonds – Emergency Operations Center & Safe Housing Unit: Staff requests approval of a bond ordinance and reimbursement resolution for the issuance of \$70,000,000 in general obligation bonds to construct a new Emergency Operations Center and a Safe Housing Unit at Alvin S. Glenn Detention Center* – Mr. Brown stated staff is requesting Council to approve a reimbursement resolution, which will allow the County to utilize funds on hand. Once the bonds are received, those funds will be used to pay the County back.

Ms. English moved to approve the reimbursement resolution, seconded by Ms. Alleyne.

Mr. Weaver inquired about the breakdown of the \$70 million.

Mr. Brown indicated that approximately \$40 million would be utilized for the Detention Center, and the Emergency Operations Center would be roughly \$36 million.

Ms. Barron asked how long it would take for the funds to be reimbursed to the General Fund.

Mr. Brown stated that any monies spent would be reimbursed soon after receiving the bond funds.

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

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. FY 2025-2026 Budget Meetings – Ms. Anette Kirylo, Clerk to Council, indicated that the following budget readings will be held in Council Chambers.
 - June 5, 2025 – 2nd Reading of Budget (6:00 PM)
 - June 17, 2025 – 3rd Reading of Budget (6:00 PM)
- b. Upcoming Council District Events – Ms. Kirylo noted the following upcoming Council District Events:
 - Sunday, June 8th – District 7 – Safety Sunday, Meadowlake Park, 600 Beckman Road, 3:00-5:00 PM
 - Monday, June 9th – District 7 – Rezoning Town Hall, Parklane Adult Activity Center, 7494 Parklane Road, 6:00-7:30 PM
 - Wednesday, June 16th – District 11 – Rezoning Town Hall, Garners Ferry Adult Activity Center, 8620 Garners Ferry Road, 6:00-7:30 PM

- Thursday, June 26th – District 10 – Comprehensive Plan Update, Eastover Park, 1031 Main Street, Eastover, 6:00-7:30 PM

- c. State of the Penny, Thursday, June 12th, Council Chambers, 6:00 PM – Ms. Kirylo noted the State of the Penny will be held on June 12th at 6:00 PM in Council Chambers.

12. **REPORT OF THE CHAIR**

- a. 2026 Strategic Planning Forum – Ms. Mackey requested Councilmembers to provide proposed dates and locations to the Clerk to Council and Chair within the next two weeks.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Authorizing the East Richland County Public Service District, South Carolina, to issue not exceeding \$10,000,000 of General Obligation Bonds and providing for other matters relating thereto
 - 1. Lisa Stewart, 5526 Lakeshore Drive, Columbia, SC 29206 – Spoke in favor.
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add a new subsection, Hate Intimidation, to establish the offense and to provide a penalty for each violation
 - 1. Anna Herron, 21 Oak Lake Court, Blythewood, SC 29016 – Spoke in opposition.
 - 2. West Russell, 13 Shadow Creek Court, Columbia, SC 29209 – Spoke in favor.
 - 3. J. C. Baylor, 1310 Lady Street, Columbia, SC 29201 – Spoke in opposition.
 - 4. Jason Brenkus, 212 Aderly Oak Loop, Irmo, SC 29063 – Spoke in opposition.
 - 5. Jessica Thomas, 209 Canal Place Drive, Columbia, SC 29201 – Spoke in favor.
 - 6. Justice Hills, 7030 Frandall Avenue, Columbia, SC 29223 – Spoke in favor.
 - 7. Alexis Dowling, 4500 Hardscrabble Road, Columbia, SC 29229 – Spoke in favor.
- 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 an infrastructure credit agreement to provide for infrastructure credits to Palmetto Federal Credit Union; and other related matters – No one signed up to speak.
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Pontiac LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. Case #25-018MA, Joyce S. Burgess, INC to GC (0.83 Acres), 7600 Wilson Boulevard, TMS # R143003-02-25 {District 7} [SECOND READING]
- b. Utilities – Metron-Farnier, LLC
- c. Utilities – Equipment Purchase from Pete Duty Associates, Carolina Lift Station, P&S Construction
- d. Risk Management – Fleet – One-Year First Vehicle Services extension
- e. Public Works – Solid Waste & Recycling – Municipal Solid Waste Host Agreement
- f. Public Works – Stormwater Management – Hickory Ridge Conveyance System Upgrades

Ms. Newton moved to approve Items 14(a)-14(f), seconded by Mr. Pugh.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 14(b)-14(f), seconded by Ms. Barron.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

15. **THIRD READING ITEMS**

- a. An Ordinance Authorizing the East Richland County Public Service District, South Carolina to issue not exceeding \$10,000,000 of General Obligation Bonds; and providing for other matters related thereto {Ordinance 032-25HR} – Mr. Weaver moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add a new subsection, Hate Intimidation, to establish the offense and to provide a penalty for each violation {Ordinance 033-25HR} – Mr. Livingston moved to approve this item, seconded by Ms. Little.

Mr. Branham inquired if the ordinance violates any protection of speech at the State or Federal level.

Mr. Wright maintained that the ordinance does not violate protected speech and has been implemented in several South Carolina municipalities.

Mr. Branham requested a friendly amendment to Sec. C(1)(a) as follows: "Upon conviction, a person charged with a violation of this section shall be deemed guilty of a misdemeanor..."

Mr. Livingston and Ms. Little accepted the friendly amendment.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- 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 an infrastructure credit agreement to provide for infrastructure credits to Palmetto Citizens Federal Credit Union; and other related matters {Ordinance 034-25HR} – Mr. Weaver moved to approve this item, seconded by Ms. Alleyne.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

16. **SECOND READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to a company identified for the time being as Project Catalyst; and other related matters – Ms. English moved to approve this item, seconded by Ms. Barron.

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

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

The vote in favor was unanimous.

17. **FIRST READING ITEMS**

- a. An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina, County TMS #R06400-01-01 [BY TITLE ONLY] – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

- b. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust – Ms. English moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

- c. An Ordinance Authorizing a deed to 120 Clemson Road, Columbia, South Carolina; County TMS #R25608-01-38 [BY TITLE ONLY] – Ms. English moved to approve this item, seconded by Ms. Barron.

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

Recuse: Weaver (due to his owning land adjacent to the property)

The vote in favor was unanimous.

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

a. **NOTIFICATION OF APPOINTMENTS**

1. Procurement Review Panel – Five (5) Vacancies (ONE applicant must represent the Construction Industry, ONE applicant must represent the Professional Services Industry, ONE applicant must represent the Service Industry, ONE applicant must represent the Public Procurement Industry, and ONE applicant must represent the Consumer Industry)

Ms. Barron stated that the committee recommended appointing Mr. Eric Pinckney to the Procurement Review Panel to fill the Public Procurement vacancy and to readvertise the remaining vacancies.

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

The vote in favor was unanimous.

Ms. Barron noted that the current board, commission, and committee application submission deadline is June 13th 2025.

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

a. Alvin S. Glenn Detention Center – Status Updates

1. Personnel Updates [EXECUTIVE SESSION] [Pursuant to SC Code of Laws, Sec.30-4-70(a)(1) and (a)(2)] – The County is receiving applications from multiple states regarding the Detention Center Director position.
2. Infrastructure Updates—Mr. Brown indicated that the information in the agenda packet represents what was shared with the Detention Center Ad Hoc Committee.
3. Columbia Area Mental Health—The County Council approved the County entering into an agreement with Columbia Area Mental Health to have an on-site individual stationed at Alvin S. Glenn Detention Center to allow for better access to detainees who have mental health issues. The County did enter into a Memorandum of Understanding. Since then, the Department of Mental Health has made the MOU a contractual agreement. The execution of that contract will come back before this body because the contractual amount exceeds the Administrator's spending threshold.

20. **REPORT OF THE AFFORDABLE HOUSING AD HOC COMMITTEE**

- a. Government & Community Outreach – Community Development Division Updates – Ms. Terracio noted the committee received a report from Ms. Callison Richardson, Grants and Community Outreach Division Manager regarding the reopening of our Richland County Homeownership Assistance Program, the \$3M Notice of Funding Availability for Affordable Housing Projects, and the Operation One Touch Program.

The committee is working with the Clerk to Council's Office to schedule their next meeting.

1. Richland County Homeownership Assistance (RCHAP)
2. \$3M Notice of Funding Availability for Affordable Housing Projects
3. Operation One Touch (OOT) Update

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

- a. Award of Construction for Dirt Road Package P – Mr. Livingston stated the committee recommended award of construction to McClam & Associates, Inc. in the amount of \$3,272,038.22 with a 15% contingency for a total approved amount of \$3,762,843.95.

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

The vote in favor was unanimous.

- b. Easement to Dominion Energy at American Italian Way—Mr. Livingston stated that the committee recommended approving the granting of an easement in support of the affected businesses.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 21(a) and (b), seconded by Ms. Barron.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

22. **OTHER ITEMS**

- a. FY25 District 3 Hospitality Tax Allocations (New Capernaum Life Service – UniverSoul Circus - \$5,000)
- b. FY25 – District 4 Hospitality Tax Allocations – (Black Pages International - \$5,000, New Capernaum Life Services – UniverSoul Circus - \$5,000)
- c. FY25 District 8 Hospitality Tax Allocations (Black Pages International - \$5,000, New Capernaum Life Services – UniverSoul Circus - \$5,000)
- d. FY25 – District 9 Hospitality Tax Allocations (New Capernaum Life Services – UniverSoul Circus - \$5,000)
- e. FY25 – District 10 Hospitality Tax Allocations (Black Pages International - \$8,000)
- f. A Resolution to appoint and commission Ralph Guyton as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- g. A Resolution to appoint and commission Rodney Howell as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- h. A Resolution to appoint and commission Almon Brown as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- i. A Resolution to appoint and commission Christopher Griffith as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- j. A Resolution to appoint and commission James O. Ballentine as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County

Ms. Newton moved to approve Items 22(a)-22(j), seconded by Ms. Mackey.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 22(a)-22(j), seconded by Ms. Barron.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

23. **EXECUTIVE SESSION** – Ms. Barron moved to go into Executive Session, seconded by Ms. English.

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:08 PM
and came out at approximately 7:41 PM***

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

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

Not Present: Terracio

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. Property Inquiry – Capital Projects: Columbia Place Mall – TMS # R16904-01-02 [Pursant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Little moved to authorize the Administrator to sign the agreement to purchase TMS #R16904-01-02, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. Legal Advice regarding Budget Items [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

Legal Advice: Tourism Development Fee [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

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

POINT OF PERSONAL PRIVILEGE: Mr. Weaver reminded his colleagues to attend the Richland County Art & Ag Tour, which is scheduled for the weekend of June 7th and 8th, 2025.

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

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

Not Present: Pugh

The vote in favor was unanimous.

The meeting adjourned at approximately 7:44 PM.



Richland County Council

STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda item number and description):

17-C

(Deed to 120 Clemson Road)

REASONS FOR DISQUALIFICATION:

I own property adjacent to this property on Clemson Road.

Print and sign your name

Print and sign your name

Date

Date received by Clerk Dept.



Richland County Council

STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda Item number and description):

Ile a - Project Catalyst

REASONS FOR DISQUALIFICATION:

My parent company represents the
applicant

Jessica Mackey / Jessica Mackey
Print and sign your name

[Signature]
Print and sign your name

6-3-25
Date

6.3.25
Date received by Clerk Dept.



Richland County Council

MINUTES

Special Called Meeting
2nd Reading – FY26 Budget
June 5, 2025 – 6:00 PM
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair, Derrek Pugh, Vice-Chair, Jason Branham, Tyra Little, Paul Livingston, Allison Terracio (via Zoom), Don Weaver, Gretchen Barron, Tish Dozier Alleyne, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Lori Thomas, Tamar Black, Angela Weathersby, Stacey Hamm, Michael Maloney, Sandra Haynes, Michael Byrd, Kyle Holsclaw, Leonardo Brown, Anette Kirylo, Aric Jensen, Patrick Wright, Oscar Rosales, Jennifer Wladischkin, Brittany Hammond, Brian Fitzgerald, Phillip Harris, Kenny Bowen, and Todd Money

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **ADOPTION OF AGENDA** – Mr. Pugh moved to adopt the agenda as published, seconded by Ms. Barron.

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

The vote in favor was unanimous.

3. **SECOND READING ITEMS**

- a. **An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026. So as to raise revenue, make appropriations, and amend the General Fund Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Fund Budget for Richland County, South Carolina, for Fiscal Year Beginning July 1, 2025, and ending June 30, 2026**
- b. **An Ordinance authorizing the levying of Ad Valorem property taxes which, together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025, through June 30, 2026**

4. **SECOND READING MOTION LIST**

a. MILLAGE AGENCIES

1. ***Richland County Recreation Commission (Recommended: \$19,108,400)*** – Mr. Weaver moved to approve the Recreation Commission at the requested amount, seconded by Ms. Terracio.

Ms. Newton stated that her understanding was that Council could make motions related to any item on the motion list. If a motion is not specifically made for an item, it automatically carries over as listed to Third Reading.

The County Attorney, Patrick Wright, responded in the affirmative.

Ms. Mackey inquired if Mr. Weaver's motion would incur any additional millage.

The County Auditor, Paul Brawley, indicated a half-mill increase would be required.

Ms. Barron requested what the half-mill increase would equate to.

Mr. Brawley noted that on a \$100,000 residential home, it would be \$2.00, on commercial property/non-legal residence, it would be \$3.00, and on a \$20,000 car, it would be \$0.60.

Mr. Weaver withdrew his motion.

Mr. Pugh moved to approve Richland County Recreation Commission as requested, seconded by Ms. Mackey.

In Favor: Pugh, Little, Livingston, Terracio, and Barron

Opposed: Branham, Weaver, Alleyne, Mackey, English, and Newton

The motion failed.

Mr. Branham moved to approve the Richland County Recreation Commission at a no-mill budget, seconded by Ms. English.

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

Opposed: Livingston and Barron

The vote was in favor.

2. ***Columbia Area Mental Health (Recommended: \$2,941,200)*** – Mr. Pugh moved to approve Columbia Area Mental Health at the requested amount, seconded by Ms. Barron.

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

The vote in favor was unanimous.

3. ***Richland Public Library (Recommended: \$36,051,920)*** – Ms. Terracio moved to approve the Richland Public Library at the FY26 2nd Reading amount, seconded by Ms. Mackey.

Ms. Terracio acknowledged that the library's request is midway between a no mill increase and the millage cap.

Mr. Brawley indicated the request would amount to a three-tenths millage increase. This equates to \$1.20 (legal residence), \$1.80 (non-legal residence), and \$0.36 (\$20,000 automobile).

Ms. Barron requested an overall breakdown of the impact of approving all the millage agencies at their requested amount.

Ms. Terracio withdrew her motion to allow Ms. Barron to receive the requested information from the Auditor.

Mr. Brawley stated the net effect on a \$100,000 legal residence is \$26.80, commercial/non-legal residence (District 1) - \$86.40, commercial/non-legal residence (District 2) - \$112.20, \$20,000 automobile (District 1) - \$17.28, and \$20,000 automobile (District 2) - \$22.44.

Ms. Barron inquired what the five (5) mil increase proposed by Administration would equate to.

Mr. Brawley indicated it would equate to \$20.00 on a \$100,000 legal residence, \$30.00 on a non-legal residence, and \$6.00 on a \$20,000 automobile.

Ms. Barron stated that adding those two numbers together would indicate the total impact on the taxpayers.

Mr. Brawley clarified that the first number provided is the total increase to the taxpayers.

Ms. Terracio moved to fund the Richland Library at the FY26 Second Reading amount, seconded by Ms. Mackey.

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

Opposed: Branham, Little, Weaver, and Alleyne

The vote was in favor.

4. ***Riverbanks Zoo and Gardens (Recommended: \$1,522,400)*** – Mr. Pugh moved to approve Riverbanks Zoo and Gardens at the requested amount, seconded by Ms. Barron.

Ms. Mackey pointed out that she submitted a motion (Item #19) for the Riverbanks Zoo and Gardens that would fund them with hospitality tax funds instead of millage.

Ms. Newton asked if the motion on the floor was to take the funding from the General Fund.

Mr. Pugh withdrew his motion.

Ms. Terracio inquired if approving Ms. Mackey's motion would mean there was no millage for the zoo.

Ms. Mackey responded in the affirmative.

Assistant County Administrator Lori Thomas maintained last year, the millage was cut in half, and the remainder was funded through hospitality tax. The question tonight is whether hospitality tax funding would be used solely, rather than continuing the zoo as a millage agency.

Ms. Terracio asked if the motion on Item #19 was to eliminate the millage or to fund the zoo, as described by Ms. Thomas.

Ms. Mackey replied that it is as outlined by Ms. Thomas.

Mr. Livingston moved to approve Riverbanks Zoo and Gardens at the requested amount, seconded by Mr. Pugh.

Mr. Branham made a friendly amendment to include Item #19: Hospitality Tax – “Approve funding for Riverbanks Zoo at the recommended amount of \$1,501,712.

Mr. Livingston accepted the friendly amendment.

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

The vote in favor was unanimous.

5. ***Midlands Technical College – Operating (Recommended: \$8,892,100)*** – Mr. Branham moved to approve Items 5 & 6 at a no-mill increase, seconded by Ms. Terracio.

Ms. Barron requested the amount that would be approved with a no-mill increase.

Ms. Thomas indicated the amount for operating would be \$8,464,3000, and the capital number would not be affected.

In Favor: Branham, Little, Terracio, Weaver, Alleyne, Mackey, English, and Newton

Opposed: Pugh, Livingston, and Barron

The vote was in favor.

6. ***Midlands Technical College – Capital (Recommended: \$4,508,000)*** – This item was approved in a previous motion.

7. ***School District One (Recommended: \$277,499,134)*** – Mr. Branham moved to approve Items 7 & 8 at a no-mill budget increase, seconded by Ms. Terracio.

Mr. Livingston inquired about the value of a mill for School District I and School District II.

Mr. Brawley responded that the mill value for School District I is \$773,000, and for School District II it is \$404,000.

Mr. Livingston made a substitute motion for a one-mill increase for School District I and a 1.5-mill increase for School District II, seconded by Ms. Barron.

Mr. Brawley indicated a one-mill increase for School District I would equate to \$6.00 on a non-residential property, and \$1.20 on a \$20,000 automobile. A 1.5-mill increase for School District II would equate to \$9.00 on a \$100,000 non-residential property, and \$1.80 on a \$20,000 automobile. There is no impact on owner-occupied residences.

Ms. Newton asked about the difference between the requested amounts and the amount that will be approved with Mr. Livingston’s motion.

Ms. Thomas replied that the difference between the requested amount and the amount approved with Mr. Livingston's motion would be (-\$5,179,100) for School District I, and (-\$4,242,000) for School District II.

In Favor: Little, Livingston, Terracio, Alleyne, Mackey, English, and Newton

Opposed: Branham, Pugh, Weaver, and Barron

The vote was in favor.

8. ***School District Two (Recommended: \$200,287,633)*** – This item was approved in a previous motion.

b. GRANTS

9. ***Accommodations Tax (Approve A-Tax revenue projections; \$690,000)*** – Mr. Weaver moved to approve Items #9-18, seconded by Mr. Pugh.

Ms. Terracio made a friendly amendment to remove Item #12 and approve Items #9-11 and #13-18.

Mr. Weaver accepted the friendly amendment.

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

The vote in favor was unanimous.

10. ***Accommodations Tax (Approve A-Tax use of fund balance; \$141,258)*** – This item was approved in a previous motion.

11. ***Accommodations Tax (Approve A-Tax transfer out; \$148,858)*** – This item was approved in a previous motion.

12. ***Accommodations Tax (Approve A-Tax committee recommendations; \$682,400)*** – Ms. Terracio moved to amend the Accommodations Tax's recommendation by approving \$36,667 for the South Carolina Ballet, seconded by Mr. Weaver.

Mr. Branham asked what the Accommodations Tax Committee recommended for the South Carolina Ballet.

Ms. Terracio replied that the current recommendation is \$17,750. She intended to fund the Columbia International Festival at \$0.00.

POINT OF ORDER: Ms. Newton noted Ms. Terracio's motion only referenced the South Carolina Ballet, not the Columbia International Festival.

Ms. Thomas stated the current fund balance for the Accommodations Tax is \$412,834. Funding is available to cover Ms. Terracio's motion, but it would reduce the fund balance.

In Favor: Livingston, Terracio, Weaver, and Mackey

Opposed: Barron, Pugh, Little, Barron, Alleyne, English, and Newton

The motion failed.

Mr. Branham moved to approve the Accommodations Tax recommendations, seconded by Mr. Weaver.

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

Opposed: Terracio

The vote was in favor.

13. ***Hospitality Tax (Approve H-Tax revenue projects; \$11,538,041)*** – This item was approved in a previous motion.
14. ***Hospitality Tax (Approve H-Tax use of fund balance; \$2,666,596)*** – This item was approved in a previous motion.
15. ***Hospitality Tax (Approve H-Tax transfer out; \$4,990,850)*** – This item was approved in a previous motion.
16. ***Hospitality Tax (Approve H-Tax committee recommendations; \$650,000)*** – This item was approved in a previous motion.
17. ***Hospitality Tax (Approve H-Tax reserve for contingency; \$150,000)*** – This item was approved in a previous motion.
18. ***Hospitality Tax (Approve H-Tax Council discretionary; \$82,425 for each Council District; \$906,675)***

Mr. Weaver moved to approve Items #9-18, seconded by Mr. Pugh.

Ms. Terracio made a friendly amendment to remove Item #12 and approve Items #9-11 and #13-18.

Mr. Weaver accepted the friendly amendment.

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

The vote in favor was unanimous.

19. ***Hospitality Tax (Approve funding for Riverbanks Zoo at the recommended amount; \$1,501.712)***
20. ***Hospitality Tax (Approve funding for the Columbia Museum of Art at the requested amount; \$1,475,000)*** – Ms. Mackey moved to approve the Columbia Museum of Art at the requested amount, seconded by Mr. Weaver.

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

The vote in favor was unanimous.

- 21. Hospitality Tax (Approve funding for the Historic Columbia Foundation at the requested amount; \$675,000)** – Mr. Weaver moved to approve Items 21-26, seconded by Ms. Terracio. In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

- 22. Hospitality Tax (Approve funding EdVenture at the requested amount; \$1,450,000)** – This item was approved in a previous motion.

- 23. Hospitality Tax (Approve funding to the Township Auditorium Foundation at the requested amount; \$415,000)** – This item was approved in a previous motion.

- 24. Hospitality Tax (Approve funding for Township Auditorium – RC Operations – ground maintenance at the requested amount; \$155,400)** – This item was approved in a previous motion.

- 25. Hospitality Tax (Approve funding for the Capital City Lake Murray County Tourism Board at the requested amount; \$160,000)** – This item was approved in a previous motion.

- 26. Hospitality Tax – Special Promotions (Approve funding for Columbia Metropolitan Convention & Visitors Bureau at the requested amount; \$500,000)** – This item was approved in a previous motion.

- 27. Hospitality Tax – Special Promotions (Approve funding for Columbia International Festival at the requested amount; \$350,000)** – Mr. Pugh moved to fund the Columbia International Festival at the requested amount, seconded by Ms. Barron.

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

Opposed: Terracio

The vote was in favor.

- 28. Hospitality Tax – Tier 3 (Approve funding for South East Rural Community Outreach [SERCO] at the requested amount; \$120,000)** – Ms. Terracio moved to approve the South East Rural Community Outreach (SERCO) at \$90,000, seconded by Ms. Mackey.

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

Opposed: Branham

The vote was in favor.

- 29. Hospitality Tax – Tier 3 (Approve carryover of any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY 2026 budget; \$250,000)** – Ms. Terracio moved to approve Items 29-31, seconded by Ms. Mackey.

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

The vote in favor was unanimous.

30. Hospitality Tax – Tier 3 (Approve carryover of any unexpended funds from the Historical Corridor to FY26 budget; \$228,105) – This item was approved in a previous motion.

31. Hospitality Tax (Approve H-Tax Council Discretionary Funds; \$906,675) – This item was approved in a previous motion.

32. Hospitality Tax (Approve \$65,000 in funding for the Lower Richland Sweet Potato Festival for FY26; 43,150) – Ms. English moved to approve the additional funding for the Sweet Potato Festival, seconded by Ms. Newton.

In Favor: Little, Livingston, Terracio, Weaver, Alleyne, Mackey, English, and Newton

Opposed: Branham, Pugh, and Barron

The vote was in favor.

Mr. Pugh moved for a 15-minute recess, seconded by Mr. Weaver.

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

The vote in favor was unanimous.

Mr. Weaver moved to reconvene the meeting, seconded by Ms. Alleyne.

In Favor: Pugh, Little, Livingston, Terracio, Weaver, Alleyne, Mackey, and English

Not Present: Branham, Barron, and Newton

The vote in favor was unanimous.

33. Hospitality Tax (Approve \$20,000 in funding to the SC Gospel Quartet Awards in FY26; 13,000) – Mr. Weaver moved to approve the additional funding for the SC Gospel Quartet Awards, seconded by Ms. English.

In Favor: Weaver, Mackey, English, and Newton

Opposed: Branham, Pugh, Little, Livingston, Terracio, Barron, and Alleyne

The motion failed.

34. Hospitality Tax (Approve \$75,000 in funding to the Latino Communications Community Development Corporation in FY26; \$55,000) – Ms. Barron moved to approve Latino Communications Community Development Corporation at the requested amount, seconded by Ms. English.

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

Opposed: Pugh and Terracio

The vote was in favor.

2nd Reading – Budget Meeting

June 5, 2025

8

- 35. Hospitality Tax (Approve \$35,000 in funding to the Town of Eastover in FY26; \$22,333) –** Ms. Terracio moved to approve an additional \$22,333 for the Town of Eastover, seconded by Ms. English.

In Favor: Terracio, Mackey, English, and Newton

Opposed: Branham, Pugh, Little, Livingston, Weaver, Barron, and Alleyne

The motion failed.

- 36. Hospitality Tax (Approve \$100,000 in funding to the Trustus Theater in FY26; \$85,750) –** Ms. Terracio moved to approve the increased funding for Trustus Theater, seconded by Ms. Mackey.

Ms. Terracio pointed out that this funding would allow Trustus Theater to install a grid in the theater.

In Favor: Terracio, Weaver, and Mackey

Opposed: Branham, Pugh, Little, Livingston, Barron, Alleyne, English, and Newton

The motion failed.

- 37. Hospitality Tax (Approve funding SC Ballet and Columbia Classical Ballet at the same amount; \$8,250) –** Ms. Terracio moved to approve funding for the South Carolina Ballet and Columbia Classical Ballet at the same amount, seconded by Ms. English.

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

Opposed: Branham and Newton

The vote was in favor.

- 38. Hospitality Tax (Approve carrying over up to \$300,000 of unexpended hospitality funds from each Councilmember District to FY25 budget) –** Mr. Weaver moved to approve Items 38-41, seconded by Ms. Terracio.

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

Opposed: Livingston

The vote was in favor.

- 39. Neighborhood Redevelopment (Approve Neighborhood Enrichment Grant Program (NEGP) recommendations; \$71,530) –** This item was approved in a previous motion.

- 40. Conservation Commission (Approve Conservation Commission Natural Resource Grant recommendations; \$300,000) –** This item was approved in a previous motion.

- 41. Grant Funded Depts. (Approve department requests for external grants in FY26, required matching of County funds, and grant-funded positions; \$1,212,613,076) –** This item was approved in a previous motion.

**2nd Reading – Budget Meeting
June 5, 2025**

c. GENERAL FUND

- 42. County-wide Departments (Approve Projected General Fund Revenue as presented in the FY2026 Recommended Budget Book; including sufficient operating millage to achieve \$152,854,490 in property tax collections; \$236,004,917)** – Mr. Weaver moved to approve Items #42-46, seconded by Ms. Newton.

Mr. Branham inquired if the votes on Items #65-66 will be constrained by voting on Mr. Weaver's motion.

Mr. Wright indicated it would not as long as the motion differs (i.e., amount).

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

Opposed: Branham

The vote was in favor.

- 43. Administration (Approve millage increase of .5 to fund Proviso 67.17; \$1,100,000)** – This item was approved in a previous motion.

- 44. County-wide Departments (Approve General Fund Transfers in from H-Tax and A-Tax Funds as presented in the FY 2024 Recommended Budget Book; \$8,589,123)** – This item was approved in a previous motion.

- 45. Administration (Approve allocation of indirect cost to special revenue and enterprise fund departments as presented in the 2026 Recommended Budget Book; \$5,032,122)** – This item was approved in a previous motion.

- 46. Administration (Approve general fund sale of capital assets; \$21,200)** – This item was approved in a previous motion.

- 47. County-wide Departments (Approve the projected use of general fund assigned fund balance to support capital project expenditures as presented in the FY 2026 Recommended Budget Book; \$10,275,685)** – Mr. Weaver moved to approve Items #47-50, seconded by Ms. Terracio.

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

Opposed: Branham

The vote in favor was unanimous.

- 48. County-wide Departments (Approve continued funding for step increase according to the compensation study implemented in FY2024, as well as adherence by all County employees who are not elected and appointed officials to be placed in adherence to the grade and step plan as assigned; \$2,020,096)** – This item was approved in a previous motion.

- 49. County-wide Departments (Approve all general fund new positions as presented in the budget work session starting January 1, 202, with the exception of Business Service Center**

and Solicitor, who are budgeted to start July 1, 2025; \$334,733) – This item was approved in a previous motion.

50. *County-wide Departments (Approve general fund personnel, operating, and capital expenditures as presented in the FY2026 Recommended Budget Book; \$235,879,094)* – This item was approved in a previous motion.

51. *Transfer Out (Approve general fund operating transfers out as presented in the FY2026 Recommended Budget Book; \$19,011,831)* – Ms. Newton moved to approve Items #51-53, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

52. *Lump Sum Agencies (Approve funding the Central Midlands Council of Governments membership for FY26; \$232,278)* – This item was approved in a previous motion.

53. *Lump Sum Agencies (Approve funding the Lexington/Richland Alcohol and Drug Abuse Council for FY26; \$1,350,000)* – This item was approved in a previous motion.

54. *Lump Sum Agencies (Approve funding for Main Street District for FY26; \$50,000)* – Ms. Mackey moved to approve the funding for Main Street District at \$50,000, seconded by Ms. English.

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

The vote in favor was unanimous.

55. *Community Impact Grants (Approve Community Impact Grants (CIG) committee recommendations—Community Partners; \$952,560)* – Ms. Barron moved to approve Items 55 & 56, seconded by Mr. Weaver.

Ms. Terracio noted that Items # 57 & 58 would impact Items #55 & 56.

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

Opposed: Terracio

The vote was in favor.

56. *Community Impact Grants (Approve Community Impact Grants (CIG) committee recommendations – Competitive Grants; \$560,000)* – This item was approved in a previous motion.

57. *Community Impact Grants (Approve reducing Senior Resources Community Impact Grants (CIG) funding by \$30,000 to bring their awarded amount to \$440,546)* – Ms. Terracio moved to reduce Senior Resources Community Impact funding by \$30,000, seconded by Ms. Mackey.

In Favor: Terracio, Weaver, and Mackey

2nd Reading – Budget Meeting

June 5, 2025

11

Opposed: Branham, Pugh, Little, Livingston, Barron, Alleyne, English, and Newton

The motion failed.

58. *Community Impact Grants (Approve increasing Community Impact Grants (CIG) funding for Transitions Homeless Center by \$30,000 to increase their awarded amount to \$180,000)* –

Ms. Terracio moved to approve increasing the Community Impact Grants funding for Transitions Homeless Center by \$30,000, seconded by Ms. Newton.

Ms. Terracio stated it was her understanding the Community Impact Grants Committee set aside 10% of the overall funding for Children's well-being, which reduced Transitions' funding to \$180,000.

As Chair of the Community Impact Grants Committee, Ms. Mackey clarified that 10% of the total Community Impact Grant funds were set aside to focus on children's welfare needs. However, the 10% reduction was not for any specific applicant's funding. Applicants in the Community Partners list received funding based on the committee's recommendations.

In Favor: Terracio and Weaver

Opposed: Branham, Pugh, Little, Livingston, Barron, Alleyne, Mackey, English, and Newton

The motion failed.

59. *Community Impact Grants (Approve Community Impact Grants (CIG) committee recommendations; \$176,400)* – Mr. Weaver moved to approve Items #59-61, seconded by Ms. Barron.

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

The vote in favor was unanimous.

60. *County-wide Departments (Adjust and approve projected use of general fund balance to support overall general fund expenditure as necessary)* – This item was approved in a previous motion.

61. *Non-Departmental (Approve assigning \$4,000,000 of unexpended FY25 funding for affordable housing in FY26; \$4,000,000)* – This item was approved in a previous motion.

62. *Lump Sum Agencies (Approve \$300,000 in funding for the Midlands Area Food Bank; \$300,000)* – Mr. Pugh withdrew the motion from consideration.

63. *Lump Sum Agencies (Clemson Cooperative Extension as presented in FY26 Recommended Budget Book Request for \$50,000)*

64. *Lump Sum Agencies (Senior Resources as presented in FY26 Recommended Budget Book. Community Impact Grants (CIG) requested amount was \$548,046, amount not awarded is \$75,502. Senior Resources is requesting the difference in their requested and awarded amount.)* – Ms. Newton moved to disapprove the additional funding for Senior Resources, seconded by Ms. Mackey.

Ms. Thomas pointed out that the amount recommended for this item is \$0.00.

Ms. Newton withdrew her motion.

65. *Propose a General Fund budget that does not increase County millage rate, or a maximum of 1 mill.* – Mr. Branham moved to propose a General Fund budget that does not increase the millage rate or only raises the millage rate by one mill, seconded by Ms. Barron.

Ms. English inquired if that would mean starting the budget over.

Ms. Mackey stated that this motion would require clear direction from its maker on where the budget cuts would come from to meet the proposed no-mill increase. The budget cuts would entail cutting department budgets or jobs.

Mr. Branham maintained that there is no legal requirement for him to propose the areas where cuts may be necessary. He trusts that the Administration is capable of amending the budget.

Ms. Barron stated that she would like to see options as we move forward. She believes there are other ways to get where we need to, without Council members trying to do the Administrator's job.

Mr. Livingston pointed out the job of the Administrator is to present Council with a reasonable, responsible budget, which does not guarantee a reduction or increase. It is what is in the best interest of the citizens. He indicated you could actually cause more pain by reducing the budget.

Ms. Terracio inquired if staff would be charged with coming back with a revised budget book for Third Reading.

Ms. Mackey responded in the affirmative.

Mr. Branham stated that he made the motion because of higher inflationary pressure over the last few years. Households have felt the squeeze, and the government should share that experience.

Mr. Weaver called for the question, seconded by Mr. Livingston.

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

The vote to call for the question was unanimous.

In Favor: Branham, Weaver, and Barron

Opposed: Pugh, Little, Livingston, Terracio, Alleyne, Mackey, English, and Newton

The motion failed.

66. *Propose a General Fund budget that increases County millage rate by 2.5-3 mills* – Ms. Barron proposed a General Fund budget that increases the County millage rate by 2.5-3 mills, seconded by Mr. Branham.

In Favor: Barron

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Alleyne, Mackey, English, and Newton

The motion failed.

d. SPECIAL REVENUE FUNDS

- 67. *Economic Development (Approve revenue and expenditure budget of Economic Development; \$7,152,357)*** – Ms. Mackey moved to approve Items #67-88, seconded by Ms. Barron.

Mr. Weaver inquired if there was any tax implication for this line item.

Mr. Allen Brown responded that the request is to go to the cap, which is a 0.8 increase.
Mr. Weaver requested to pull out Item #69.

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

The vote in favor was unanimous.

- 68. *Emergency Telephone System (Approve revenue and expenditure budget of Emergency Telephone System; \$7,659,742)*** – This item was approved in a previous motion.

- 69. *Fire Services (Approve revenue and expenditure budget of Fire Services; \$38,455,793)*** – Ms. Mackey moved to approve the revenue and expenditure budget for the Fire Service, seconded by Mr. Livingston.

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

Opposed: Branham and

The vote was in favor.

Ms. Newton inquired if something was on the motions list, but we did not make a motion one way or another, if the item would just carry forward to Third Reading.

Mr. Wright responded that individual Council members' motions must be acted upon.

- 70. *Hospitality Tax (Approve revenue and expenditure budget of Hospitality Tax; \$14,204,637)*** – This item was approved in a previous motion.

- 71. *Accommodations Tax (Approve revenue and expenditure budget of Accommodations Tax; \$831,258)*** – This item was approved in a previous motion.

- 72. *Transportation Tax (Approve revenue and expenditure budget of Transportation Tax; \$265,917,863)*** – This item was approved in a previous motion.

- 73. *Mass Transit (Approve revenue and expenditure budget of Mass Transit; \$28,388,195)*** – This item was approved in a previous motion.

- 74. *Neighborhood Redevelopment (Approve revenue and expenditure budget of Neighborhood Redevelopment; \$1,102,000)*** – This item was approved in a previous motion.

- 75. *Public Defender (Approve revenue and expenditure budget of Public Defender; \$7,126,679)*** – This item was approved in a previous motion.

76. ***Title IVD- Sheriff's Fund (Approve revenue and expenditure budget of Title IVD-Sheriff's Fund; \$66,499)*** – This item was approved in a previous motion.
77. ***Title IV – Family Court (Approve revenue and expenditure budget of Title IV – Family Court; 1,451,686)*** – This item was approved in a previous motion.
78. ***School Resource Officers (Approve revenue and expenditure budget of School Resource Officers; \$8,334,677)*** – This item was approved in a previous motion.
79. ***Victim's Assistance (Approve revenue and expenditure budget of Victim's Assistance; \$1,367,901)*** – This item was approved in a previous motion.
80. ***Tourism Development (Approve revenue and expenditure budget of Tourism Development; \$1,477,000)*** – This item was approved in a previous motion.
81. ***Temporary Alcohol Permits (Approve revenue and expenditure budget of Temporary Alcohol Permits; \$126,502)*** – This item was approved in a previous motion.
82. ***Temporary Alcohol Permits (Approve funding for River Alliance FY26; \$70,000)*** – This item was approved in a previous motion.
83. ***Stormwater Management (Approve revenue and expenditure budget of Stormwater Management; \$5,312,802)*** – This item was approved in a previous motion.
84. ***Stormwater Management (Approve funding for Congaree Riverkeeper for FY26; \$20,000)*** – This item was approved in a previous motion.
85. ***Conservation Commission (Approve revenue and expenditure budget of Conservation Commission; \$3,182,580)*** – This item was approved in a previous motion.
86. ***Road Maintenance (Approve revenue and expenditure budget of Road Maintenance; \$11,898,931)*** – This item was approved in a previous motion.
87. ***Child Fatality Review (Approve revenue and expenditure budget of Child Fatality Review; \$35,000)*** – This item was approved in a previous motion.
88. ***County-wide Departments (Approve other fund new positions as presented in the FY26 Recommended Budget Book; \$621,592)*** – This item was approved in a previous motion.

e. DEBT SERVICE

89. ***General Obligation Debt Service (Appropriate funding to fund debt service; \$14,353,981)*** – Mr. Weaver moved to approve Items #89-100, seconded by Ms. Newton.

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

The vote in favor was unanimous.

90. ***Proposed General Obligation Debt Service (Appropriate funding to fund debt service; \$8,968,471)*** – This item was approved in a previous motion.

91. ***Fire Bond Debt Service (Appropriate funding to fund debt service; \$547,950)*** – This item was approved in a previous motion.
92. ***Hospitality Refund 2013A B/S [Special Assessment] (Appropriate funding to fund debt service; \$1,490,850)*** – This item was approved in a previous motion.
93. ***RC-IP Revenue Bond 2019 (Appropriate funding to fund debt service; \$1,601,381)*** – This item was approved in a previous motion.
94. ***Richland School District I; (Appropriate funding to fund debt service; \$17,530,778)*** – This item was approved in a previous motion.
95. ***School District I Debt Service (Appropriate funding to fund debt service; \$45,132,122)*** – This item was approved in a previous motion.
96. ***School District II Debt Service (Appropriate funding to fund debt service; \$67,172,352)*** – This item was approved in a previous motion.
97. ***Recreation Commission (Appropriate funding to fund debt service; \$3,067,430)*** – This item was approved in a previous motion.
98. ***Riverbanks Zoo & Garden (Appropriate funding to fund debt service; \$5,506,989)*** – This item was approved in a previous motion.
99. ***East Richland Public Service Dist. [Sewer] (Appropriate funding to fund debt service; \$809,320)*** – This item was approved in a previous motion.
100. ***Transportation Bonds (Appropriate funding to fund debt service; \$14,435,500)*** – This item was approved in a previous motion.

CAPITAL IMPROVEMENT PLAN

101. ***County-wide Departments (Approve multi-year comprehensive capital improvement plan as presented in the FY 2026 Recommended Budget Book [FY 2026 – FY 2029]; \$242,371,782)*** – Ms. Barron moved to approve the multi-year comprehensive capital improvement plan as presented, seconded by Ms. Newton.

Mr. Weaver inquired if this would require a tax increase.

Ms. Thomas replied that it would not. The capital plan is just a plan and is apt to change.

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

The vote in favor was unanimous.

f. ENTERPRISE FUNDS

102. ***Solid Waste Enterprise Fund (Approve 3.60% increase in the Landfill's rate schedule for FY26; \$3,448,377)*** – Ms. Newton moved to approve Items #102-107, seconded by Ms. Terracio.

Ms. Barron requested the no-mill increase amount.

2nd Reading – Budget Meeting

June 5, 2025

16

Mr. Allen Brown, Deputy Auditor, stated it would be \$8,178,800.

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

Opposed: Branham

The vote was in favor.

103. Solid Waste Enterprise Fund (Approve Mill Cap budget for Landfill: \$8,391,200) –
This item was approved in a previous motion.

104. Solid Waste Enterprise Fund (Approve Solid Waste Collection revenue projections; \$39,318,401) – This item was approved in a previous motion.

105. Solid Waste Enterprise Fund (Approve funding for Solid Waste total budget; \$51,157,978) – This item was approved in a previous motion.

106. Solid Waste Enterprise Fund (Approve funding for Solid Waste use of fund balance; \$2,000,000) – This item was approved in a previous motion.

107. Solid Waste Enterprise Fund (Approve funding for Keep Midlands Beautiful; \$45,500) – This item was approved in a previous motion.

108. Richland County Utilities (Approve Utilities Water revenue projections – includes 10% increase; \$287,829) – Mr. Pugh moved to approve Items #108-112, seconded by Mr. Weaver.

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

The vote in favor was unanimous.

109. Richland County Utilities (Approve Utilities Sewer revenue projections – includes 4% increase; \$14,722,102) – This item was approved in a previous motion.

110. Richland County Utilities (Approve Utilities TAP revenue projections - \$896,278) –
This item was approved in a previous motion.

111. Richland County Utilities (Approve funding for Richland County Utilities total budget; \$15,906,209) – This item was approved in a previous motion.

112. Hamilton-Owens Airport Operating (Approve Jim Hamilton Owens Airport revenue projections; \$310,000) – This item was approved in a previous motion.

113. Hamilton-Owens Airport Operating (Approve Jim Hamilton Owens Airport use of fund balance; \$470,971.)

114. Hamilton-Owens Airport Operating (Approve Jim Hamilton Owen Airport total budget; \$785,971)

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:10 PM.



Report of the County Administrator

REGULAR SESSION Tuesday, June 17, 2025

UPDATES FOR CONSIDERATION:

GENERAL UPDATES

ADMINISTRATOR'S NOMINATION:

Items in this section require action that may prejudice the County's interest in a discernable way (i.e. time sensitive, exigent, or of immediate importance)

MIDLANDS WORKFORCE DEVELOPMENT BOARD – PLAN YEAR 2025 MEMORANDUM OF UNDERSTANDING - THE MIDLANDS WORKFORCE AREA SC WORKS SYSTEM: The Midlands Workforce Development Board seeks Council approval of the attached agreement which outlines the budget and operational framework for SC Works in the Midlands area. The agreement also outlines cost-sharing arrangements among the partners. There is no County fiscal impact/obligation.

ATTACHMENTS:

1. Midlands Workforce Development Board – PY 2025 Memorandum of Understanding

THE MIDLANDS WORKFORCE AREA SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The parties included in this MOU are the Midlands Workforce Development Board (LWDB), Chief Elected Official(s) (CEO), the Midlands SC Works Operator (Operator) and the required partners identified in the Act and other optional partners (hereinafter referred to as “Parties”). The partners’ respective programs are identified on the signature pages of this agreement.

The CEO is responsible for appointing LWDB members, designating the local grant recipient and, in partnership with the LWDB, providing oversight of the local workforce delivery system.

The LWDB is responsible for developing this MOU with the SC Works partners; competitively procuring SC Works operators; strategic planning; and local policy development and oversight.

The Operator’s function is to manage the SC Works system and coordinate the delivery of workforce services delivered through the system.

The SC Works system will bring together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs’ services.

The Workforce Innovation and Opportunity Act (WIOA) identifies the following entities as required partners in the workforce system:

1. Adult, Dislocated Worker, and Youth Programs
2. Adult Education and Family Literacy Act Programs
3. Wagner-Peyser Employment Services Programs
4. Rehabilitation Programs for Individuals with Disabilities
5. Post-Secondary Education Programs (Perkins)
6. Community Services Block Grant Employment and Training Activities
7. Native American Programs
8. HUD Employment and Training Activities
9. Job Corps Programs
10. Veterans Employment and Training Programs
11. Migrant and Seasonal Farmworker Programs
12. Senior Community Service Employment Programs
13. Trade Adjustment Assistance Programs
14. Unemployment Compensation Programs
15. YouthBuild Programs
16. Temporary Assistance for Needy Families (TANF) Programs
17. Second Chance Programs

With approval of the LWDB and CEO(s), WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit organizations, as well as

employment, education, and training programs provided by public libraries or in the private sector. Optional partner outreach is strongly encouraged as these partnerships are necessary to provide job seekers with the high-quality career, education, and supportive services needed to place them with businesses seeking skilled workers. Optional partners must meet the same conditions as required Parties.

Each Partner agrees to:

- (a) Provide access to its programs or activities through the SC Works delivery system;
- (b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:
 - (1) Provide applicable career services; and
 - (2) Work collaboratively with the State and LWDB to establish and maintain the SC Works delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions that are based upon:
 - (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to use and relative benefits received; and
 - (ii) Federal cost principles;
- (c) Enter into an MOU with the LWDB relating to the operation of the SC Works system; and
- (d) Participate in the operation of the SC Works system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements.

The development and implementation of this System will require mutual trust and teamwork between the Parties all working together to accomplish shared goals and in keeping with the main purposes and priorities of WIOA.

Purposes:

- Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly to those with barriers to employment;
- Supporting the alignment of workforce, education, and economic development systems;
- Improving the quality and labor market relevance of a demand-driven workforce that meets the needs of businesses and job seekers;
- Promoting improvement in the structure and delivery of services; and
- Providing workforce development activities that increase opportunities of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system;
- Serve on the Business Services team and participate in industry or sector partnerships, as applicable;
- Participate in SC Works Partner meetings, as appropriate;
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and
- At a minimum, provide electronic access to programs, activities and services:
 - Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term "electronic" includes Web sites, social media, internet chat features, and telephone.

Services

SC Works centers provide services to customers based on individual needs, including the seamless delivery of multiple services to each customer. There is no required sequence of services. From the services listed in **Attachment A, WIOA Required Services**, an “X” indicates which services are directly provided by each partner program. **Attachment B, Midlands SC Works Partner List**, includes all Local Workforce Development Area (LWDA) Parties participating in the agreement and their service location(s) and program(s) they represent.

Career Services

Career services will be provided by all Parties in the SC Works Centers. Career Services include, but are not limited to the following:

- **Initial Assessment:** Begins with intake and focuses on determining a customer’s job readiness level, including workforce skills and access to appropriate services, auxiliary aids, and accommodations.
- **Job Counseling:** Either individually or in group sessions that helps the jobseeker make the best use of the information and services available.
- **Job Referral:** Services that are tailored to the needs of specific employers and jobseekers. Both workers and employers may also choose to post job announcements and resumes on an electronic system that is open to all.
- **Employer Services:** Access to labor market information; recruitment, screening, and referral of qualified applicants; access to economic development information and resources; posting job vacancies; offering customized job training options; connecting firms to SC Works information; technical assistance on assessment, recruitment, and human resource strategies; advocating for targeted employers in key economic sectors; and assistance with major layoffs and plant closures.
- **Labor Market Information:** Current and projected occupational supply and demand information, current occupational wage information; occupational skill standards; nonproprietary information on employers; and information on education and training program outcomes, including completion rates, placement rates, and wage rates of graduates.
- **Information and Referral:** Access to information regarding services needed by jobseekers, such as income assistance, housing, food, or medical care. Referrals to off-site services within the system will be made electronically in accordance with this agreement.
- **Training Related Information:** Access to and information about vocational exploration, basic skills and literacy training, job search skills, self-employment/entrepreneurial training, training leading to the award of skills certificates, work-based learning, two-year or four-year degree programs and state-approved apprenticeship programs.
- **Unemployment Insurance Information:** Phone accessibility to file for unemployment insurance benefits. Internet Claims filing can be done via the internet. Partner staff will provide meaningful assistance to individuals filing an initial claim.
- **Eligibility Determination:** Access to information regarding employment and training services needed by job seekers and eligibility for federal and state funded programs.
- **Outreach/Orientation/Intake:** Promoting local workforce services and activities to provide individuals with the information necessary to register for programs.
- **Performance Information on Local SC Works Centers:** How the LWDA is performing on the local performance measures and any additional performance information with respect to the SC Works delivery system in the LWDA.
- **Follow-up Services:** Including retention services and counseling regarding the workplace.

Unemployment Insurance (UI) Services

WIOA requires that a collaborative process exist among workforce Parties and UI programs. The South Carolina Department of Employment and Workforce (DEW) is a recipient of Reemployment Services and

Eligibility Assessment (RESEA) grants that provide selected UI claimants reemployment services deemed necessary and beneficial in returning these individuals to gainful employment as quickly as possible. Claimants selected to participate in the RESEA program can receive up to three one-on-one reemployment assessments during their benefit year to help them return to work faster. RESEA staff advises claimants on the wide variety of reemployment services available to them and refers claimants to the services appropriate for their individual needs, including other SC Works partner programs. DEW staff agrees to provide claimants of UI programs information and assistance with filing claims and connecting with reemployment services. UI will share in the cost of the workforce system through the presence of RESEA staff in all comprehensive SC Works centers. DEW will make available UI-related training resources to assist all frontline SC Works staff in providing meaningful assistance with filing UI claims and correctly answering common claimant questions with ease and consistency.

Accessibility

The Parties agree SC Works centers must comply with applicable physical accessibility requirements, as set forth in 29 CFR part 38, and the Americans with Disabilities Act of 1990 (ADA), as amended, to provide services to meet the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities. Access to services includes: access to technology and materials that are available through the SC Works delivery system; providing reasonable accommodations for individuals with disabilities; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities; administering programs in the most integrated setting appropriate; communicating with persons with disabilities as effectively as with others; and the use of appropriate auxiliary aids and services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity. All SC Works centers must be physically and programmatically accessible to individuals with disabilities.

The Parties agree SC Works centers must comply with applicable nondiscrimination requirements, as set forth in 29 CFR Part 38.9 and Title VI of the Civil Rights Act of 1964, to ensure individuals are not excluded on the basis of National Origin. As such, the Parties agree to take reasonable steps to ensure meaningful access to each limited English proficient (LEP) individual served or encountered so that they are effectively informed of and able to participate in the services and programs provided. Reasonable steps may include, but are not limited to, an assessment of language assistance needs, providing oral interpretation, providing written translation of materials, and outreach to LEP communities.

Certification

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. LWDBs will use the State issued certification standards to assess and certify SC Works centers. The criteria will evaluate the SC Works centers and SC Works delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the SC Works center integrates available services for participants and businesses, meets the workforce development needs of participants and local employers, operates in a cost-efficient manner, coordinates services among the SC Works partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. All Parties must work together to establish processes and services to achieve and maintain the required certification.

Center Management

The Center Manager is responsible for the day-to-day operation of the identified facilities. The Center Manager will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond

to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, coordinate staffing with all center partners to ensure customers are timely greeted and directed to appropriate SC Works center staff for assistance upon entering SC Works centers, and will be the primary point of contact for SC Works Certification Standards, and other related issues. The LWDB will seek agreement from all Parties to the Front Desk Addendum if the Parties choose to cost share a front desk staff person in the comprehensive center.

The Operator agrees that partner staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, including weekend hours if necessary, as special projects, information technology maintenance, extraordinary circumstances or workload may require. The Operator agrees to timely notify, by email, all partner staff of center closings, including the Agreement Managers for all Parties listed in the Agreement Management section below.

Use the Table below to clarify the LWDB expectations for center closings related to weather and holidays:

Weather Closings	
<input checked="" type="checkbox"/> The LWDB closes centers based on the county announcement for weather closures.	<input type="checkbox"/> The LWDB closes centers based on an alternate determination method.
Alternate Weather Closure Method	
[Briefly describe how the LWDB determines when to close SC Works centers for weather and how staff are notified of center closures due to weather.]	
Holiday Closings	
<input checked="" type="checkbox"/> The LWDB closes centers based on the State holiday schedule*.	<input type="checkbox"/> The LWDB closes centers based on an alternate holiday schedule.
Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.	
Additional Holidays	Omitted Holidays

*For a complete list of SC state holidays, refer to the SC Department of Administration holiday calendar available here: <https://www.admin.sc.gov/services/state-human-resources/benefits-leave/holiday-leave>.

Eligibility

Each Partner shall be independently responsible for determining eligibility for their respective programs.

Staff Management

- a. Each partner shall be responsible for providing the direct supervision and control of its staff in such matters as selection and hiring decisions, personnel planning and evaluation, salary and benefits and other matters directly pertaining to an employer-employee relationship. Each Partner will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.
- b. Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not in accordance with **Attachment D, SC Works Civility Policy**.

Dispute Resolution

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the LWDB who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

Modification and Assignment

This MOU may be modified at any time by written mutual agreement of the parties involved. Oral modifications shall have no effect. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. If any provision of this agreement is found to be unenforceable for any reason, all remaining provisions shall remain in full force and effect.

Termination

Withdrawal from the agreement requires ninety (90) calendar days written notice to the LWDB who is then responsible for notifying all other Parties in the agreement. In accordance with WIOA, required Parties are not permitted to withdraw from the agreement. Furthermore, upon the withdrawal of any non-required partner, the future costs associated with this agreement shall be reallocated among the remaining Parties, and this agreement shall be modified in writing, accordingly.

Oversight

The Midlands Workforce Development Board will set the vision and goals for the workforce system and will assist Parties in continuously improving the system. The Parties will be responsible for cooperating with the SC Works Operator in coordinating delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties. The LWDB and the State Administrative Entity will evaluate SC Works operations and system performance to recommend new policies and changes to current policy for the operation of the SC Works system.

SC Works Partner Meetings

The Parties will meet no less than once quarterly to develop, implement and refine processes and documentation to achieve and maintain SC Works certification; to discuss operational and customer service issues; to address other matters necessary for the success of the SC Works system. Meeting invitations should be sent to all appropriate partner staff, including Agreement Managers. Standing and ad hoc committees may be formed to address on-going and special issues and to maximize the participation in the operation and certification of the SC Works centers.

System Integration and Referral

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This shall be done in a manner that reduces duplication, promotes a “no wrong door” policy, and ensures tracking of referrals to build accountability. Please see **Attachment C** for referral process and forms.

Confidentiality

- a. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records and unemployment insurance information, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.
- b. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed and maintained by active system users. Each Party expressly agrees to take measures to provide that no PII or other personal or confidential information is accessible by unauthorized individuals.
- c. Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Parties agree that confidentiality of customer information will be maintained at all times. Parties agree to safeguard and protect PII and other personal or confidential information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from DEW must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain DEW data be kept confidential. These requirements survive the duration of this agreement.
- d. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99.
- e. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Grants Management

Each Partner will be responsible for managing funds and activities under their control. Grant administration, including grant management, fiscal activities, evaluation/reporting, and overall coordination activities will be the responsibility of individual Parties.

Compliance

Each Partner shall be responsible for ensuring that its activities are in compliance with their respective authorizing legislation and all regulations, policies and procedures set forth by the Federal or state government.

Liability Insurance

- ~~Each partner ensures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount in South Carolina Code 15-78-120 of the South Carolina Tort Claims Act.~~ Any liability of the Partner or any claims, damages, losses or cost arising out of or related acts performed by the Parties, or their agents, under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq. Each party hereto shall be liable for its own acts and omissions, and the acts and omissions of its employees, agents and officers, and nothing herein shall impute or transfer liability to the LWDB or any other party.

Severability

If any provision of this document is held invalid, the remainder shall not be affected thereby and shall remain in force. Similarly, should any Party withdraw, modify, assign or terminate its participation in this MOU, it shall remain binding and in full force and effect with respect to other remaining parties.

Assurances and Certifications:

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. Each participant shall have recourse through the appropriate complaint procedure.
2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by state and Federal statutes and regulations.
6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.
7. The Parties will each comply with provisions of 41 U.S.C. § 702 in providing a drug-free workplace.

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

The Infrastructure Funding Agreement (IFA) and budget establishes a plan to fund the services and operating costs of the Midlands LWDA. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Midlands LWDA's high-standard SC Works network. Cost allocation among Parties shall meet WIOA regulations, Federal Uniform Guidance, including the partner program's authorizing law and implementing regulations, and state rules, policies and guidelines. The SC Works system is a work in progress and its costs and the Parties' resource contributions are based on projections only and may need to be adjusted from time to time to most accurately reflect actual costs and contributions. The IFA is a component of the MOU and will be negotiated and modified annually.

The Midlands LWDA has the following SC Works Centers that are designed to provide a full range of assistance to job seekers and businesses:

Midlands SC Works Center (Comprehensive)	
Jennifer Bazer, Project Director	(803) 978-0201
700 Taylor Street Columbia 29201	Jennifer.bazer@equusworks.org
Monday-Friday 8:00 am – 5:00 pm	www.SCWorksMidlands.org

Lexington SC Works Center (Affiliate)	
Jennifer Bazer, Project Director	(803) 978-0201
631 Main Street West Columbia 29170	Jennifer.bazer@equusworks.org
Monday-Friday 8:30 am – 5:00 pm	www.SCWorksMidlands.org

Winnsboro SC Works Center (Comprehensive)	
Jennifer Bazer, Project Director	(803) 978-0201
96 Hwy 321 Bypass S Winnsboro 29180	Jennifer.bazer@equusworks.org
Monday-Friday 9:00 am – 5:00 pm	www.SCWorksMidlands.org

Each partner agrees to provide the resources necessary to fund their proportionate share of the costs as contained in **Attachment E, Shared Operating Budget**. The IFA should include, but is not limited to the following infrastructure cost items:

- Lease/Rent
- Utilities
- Landscaping
- Janitorial and cleaning maintenance
- Building maintenance and repairs
- HVAC maintenance
- Equipment rental expenses
- Security System
- Pest Control
- Supplies (public access and common spaces only)

The Parties may also share other costs that support the operations of the centers, as well as the costs of shared services that are authorized for and may be commonly provided through the SC Works partner programs to any individual, such as initial intake, assessment of needs, identification of appropriate services

to meet such needs, evaluation of basic skills, referrals to other partners, and business services. The Parties have agreed to cost share in the following additional shared services and estimated costs as listed below and in the attached Shared Operating Budget. Final costs for all agreed upon additional shared services will be presented and approved by the Parties prior to actual purchase or procurement of services. Failure to do so may result in disputed charges and a refusal to submit payment.

Agreed upon Additional Shared Services Est. Cost	Description
Internet & Phone usage, if needed by partner	Access to internet & phone for staff use in the Center
Printing & Copying usage, if needed by partner	Access to printing & copying for staff use in the Center
VR Career Exploration headsets, if desired by partner	VR headsets to be used with job seekers for career exploration and career pathways

Infrastructure costs and agreed upon additional shared operating and/or services costs will be shared in accordance with this agreement, including the Parties identified in **Attachment E: Shared Operating Budget**. Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the partners included in the budget must be submitted to all Parties of this agreement in the form of a written addendum, including the revised staffing roster and revised budget, to ensure fiduciary responsibility. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment amounts above that which are included in the original agreement.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from a financially contributing partner, the Parties must consult with and obtain approval from the contributing partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party to adhere to this standard may result in disputed charges and a refusal to remit payment. Additionally, the Midlands LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting with the Parties contributing to infrastructure funding prior to the execution of a lease agreement. Once the Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space will work for their program services, an addendum to this agreement reflecting the move and any related changes must be executed **prior to the move**. Routine costs incurred during the month of the relocation will be prorated by all Parties.

Facility Costs - Facility costs are defined as those actual costs related to the facility use, maintenance and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs shall be borne by those Parties who deliver services through the SC Works Centers in the **Midlands** region.

Maintenance Costs - Maintenance costs include the following unless otherwise noted: landscaping, janitorial/cleaning maintenance, routine building maintenance and repairs, including HVAC maintenance, and pest control.

- a. Contractor costs, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by all financially contributing Parties. Each entity has its own procurement process and is responsible for ensuring that quotes for service are solicited and evaluated according to the appropriate procurement process. Once a need has been determined, the Facility Host designee is responsible for advising the non-Host partner(s) of the

need, securing contractor quotes and submitting this detail for review to pertinent parties. Maintenance costs must be agreed upon by all parties prior to the execution of work.

- b. Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement and budget. Such repairs could be unresolved ADA modifications, roof repairs, HVAC replacement, etc. Capital improvement shall be the sole financial responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

Supplies - Supply costs are those related to individual staff in performing their respective job duties and those related to the supply of items needed for public access (i.e. resource room) and common/shared spaces (i.e. restrooms) in each Center. Parties will purchase all staff supplies needed, including business cards, for their staff through the appropriate partner manager. The only shared supply costs will be those specifically related to public access and common/shared spaces as purchased by the Operator. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

Equipment Costs - Equipment costs are those related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine). Partner staff will be responsible for providing the necessary equipment for their staff and will share in the cost of public access equipment only, as provided by the LWDB and/or Operator, and used only by Center customers. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

Center/Location	Number and Type of Public Access Equipment (<i>not including PCs</i>)
SC Works Center (Columbia)	1 Resource Room printer (managed print) 1 Staff Use Copier/Printer (optional for shared cost among partners)
SC Works Center (Lexington)	1 Resource Room printer (managed print) 1 Staff Use Copier/Printer (optional for shared cost among partners)
SC Works Center (Fairfield)	1 Resource Room printer

Access to equipment - Partner staff shall be granted access to all partner equipment in all SC Works facilities, including network closets. The partners agree that all Parties will be granted access to any other properties to verify ownership through the state property system. If equipment is found on the state property inventory list, the Parties agree to return the equipment for off-boarding, transfer, and return to ensure proper handling as required by IRS regulations property ownership and resolution of any depreciated value of the equipment.

Public Access Computers – The Parties agree to share in the cost of public access PCs (i.e. necessary and reasonable in-scope costs of resource rooms and **shared** computer labs). The public access IT costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs in accordance with this agreement. As part of reconciling IT costs, the Parties will be provided a copy of all current IT service provider contracts and/or work orders and any forthcoming modifications.

<i>Midlands SC Works Center</i>	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	26	39	24	89

Lexington SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	20	15	0	35
Winnsboro SC Works Center	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
Number of PCs	11	0	0	11

Shared Network Access - In a facility where partner staff presence is minimal, the Parties may request the County/COG/Operator on behalf of the LWDB provide IT services for their staff or through a VPN tunnel. A VPN tunnel allows for a “shared” internet connection to be divided into separately managed connections. This method maintains administrative control of partner connections and equipment without interfering with the County/COG and/or the Operator’s own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity’s IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

Telephone – When partners provide and maintain telephones (either VoIP or analog) for their staff, phone costs are not shared. In offices where a partner’s presence is minimal, or where the County/COG and/or the Operator is providing phone service, the COG/County and/or the Operator may bill a partner for their proportionate share of monthly billing by the telephone service provider. In cases where a telephone cannot be provided or supported by either party, partners may choose to provide or request alternate communication methods as needed on a case by case basis.

Cost Allocation and Proportionate Share - WIOA and its related regulations and guidance establish, as a starting point, the expectation that Parties will share proportionately in the infrastructure and shared services cost of the SC Works system. Therefore, the Parties agree that costs will be shared based on the Full-time Equivalency (FTE) model. Shared costs will be allocated on the basis of a partner’s number of staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis and counted proportionately by day as defined below:

- **One Day - .20** (20% of a work week)
- **Two Days - .40** (40% of a work week)
- **Three Days - .60** (60% of a work week)
- **Four Days - .80** (80% of a work week)
- **Five Days - 1** (100% of a work week)

Staff assigned to work only “half-days” in a facility on a weekly basis will be counted proportionately as defined below:

- **One Day - .10** (half of 20% of a work week)
- **Two Days - .20** (half of 40% of a work week)
- **Three Days - .30** (half of 60% of a work week)

- **Four Days - .40** (half of 80% of a work week)
- **Five Days - .50** (half of 100% of a work week)

Affiliate locations where services are provided only on a monthly basis will not be included in the proportionate share.

Staffing Roster. Staffing levels will determine the proportionate share percentage of infrastructure and additional shared services costs for which each Partner will be responsible for by location and program. Billing of each individual Center's costs will be based on the staff count as indicated in **Attachment F, Staffing Roster**. The roster must be completed and signed by all cost-sharing Parties with the execution of this MOU. Staff counts must be based on planned staffing levels for the duration of the PY at the time of signature. Permanent adjustments to staffing levels for the duration of the PY (outside those of routinely occurring vacancies) will require the Staffing Roster, including the effective date, to be revised and signed by all Parties. Any Party may request a new staffing roster be executed at any time based on permanent staffing changes. The staffing roster will be submitted to the Parties with invoices and supporting documentation reflecting actual expenses for payment.

Deviations to Proportionate Share Formulas. Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed to by all Parties in the form of an addendum to the original agreement.

Reconciliation of Shared Costs

(For DEW-owned buildings) - SCDEW is responsible for reconciling and invoicing facility costs to the Midlands LWDA for the Midlands SC Works Center(s) within 20 days after the quarter ends. All invoices should then be submitted to the Partners by the Midlands COG/County, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG/County within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

(For buildings leased by the LWDA) - In turn, the COG/County, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Partners for costs under this agreement as it relates to the Lexington & Winnsboro SC Works Center(s). The **Midlands COG** lease-holder for the Lexington SC Works Center and in conjunction with the County-owned building housing the Winnsboro SC Works Center, is responsible for reconciling and invoicing facility costs to the Partners. All invoices should be submitted to the Partners, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

All invoices presented hereunder will be supported by a standard Excel worksheet summarization of the charges detailing, for each invoice containing shared costs, the vendor's name, the month of service covered,

the total invoice amount, the shared cost portion of the invoice, and each Partner's allocated portion of those shared costs. The Partners will mutually agree on the worksheet to be used for this purpose, and the final agreed-upon worksheet will be provided to DEW and the COG/County. The worksheets will be submitted to the Partners in Excel file format and will be accompanied by PDF copies of all vendor invoices or other documentation supporting charges listed in the worksheet. No cost-sharing invoices will be processed for payment unless they are supported by the agreed worksheet transmitted in Excel file format, and no charges will be paid unless supported by a PDF of a vendor invoice or other documentation deemed sufficient by the Partner invoiced.



Duration

This MOU, including the IFA, shall be reviewed and renewed annually to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the LWDB, SC Works Parties, and CEOs. The fiscal year shall be duly recognized as July 1 through June 30.

Loss of Funds

Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this agreement in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding.

Agreement Management

The Agreement Manager responsible for oversight and review of shared costs, as well as the monitoring of the allocation methodology and funding information for each partner is:

Midlands Workforce Dev Area	SC Commission for the Blind	Midlands Technical College
Tammy Beagen, Director	Carol Anderson, Consumer Services Director	Debbie Walker, VP Business Affairs
100 Executive Center Drive Suite 218 Columbia, SC 29210	1430 Confederate Blvd Columbia, SC 29201	Post Office Box 2408 Columbia, SC 29202
(803) 744-1670 x103	(803) 748-4788	(803) 822-3236
tbeagen@midlandsworkforce.org	Carol.Anderson@sccb.sc.gov	WalkerD@midlandstech.edu
Goodwill Industries of the Upstate/Midlands SC	Adult Education	Job Corps
Traci Hunter, SCSEP	Marva Coates, Pilot Program Dir	Kristen Dube, Corporate OA Manager
115 Haywood Road Greenville, SC 29607	2612 Covenant Road Columbia, SC 29204	Post Office Box 967 Bamberg, SC 29003
(864) 351-0100	(803) 251-4512	(803) 245-6300
ap@goodwillsc.org	Marva.coates@richlandone.org	Dube.Kristen@jobcorps.org
SC Dept of Employment & Workforce	SC Dept of Social Services	SC Vocational Rehabilitation
Sheleena Rios, Workforce Policy & Research Manager	Tammy James, Director Employment Services	Kelly Sieling, Field Operations Manager
Post Office Box 995 Columbia, SC 29202	Post Office Box 1520 Columbia, SC 29202	1410 Boston Avenue West Columbia, SC 29170
(803) 737-2671	(803) 898-1097	(803) 896-7047
srios@dew.sc.gov	Tamara.James@dss.sc.gov	KSieling@scvrd.net
Northeastern Technical College		
Perry Johnson		
1201 Chesterfield Hwy Cheraw, SC 29520		
(843) 921-6900		
PJohnson@netc.edu		

Authority and Signatures

The individuals signing this agreement have the authority to commit their respective organizations to the terms of this MOU and do so by signature below. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU. The following individual signature pages reflect the entity who is the grant recipient, administrative entity, or organization responsible for administering the funds and carrying out the specified programs and activities in the LWDA.

Effective Date

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2025.

Attachments

- A: WIOA Required Services by Partner
- B: SC Works Partners and Corresponding Status
- C: Cross Referral Agreement
- D: SC Works Civility Policy
- E: Shared Operating Budget
- F: Staffing Roster

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Chief Elected Officials:

Richland County Council

Chair: Jesica Mackey

Signature

Date

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The Midlands Workforce Development Board is the designated entity responsible for oversight of the local SC Works delivery system including developing this MOU with the SC Works Parties, designating or certifying SC Works operators, strategic planning, and policy development.

Reginald Murphy, LWDB Chair

Date: _____

Cameron Tovey, Arbor E&T, LLC dba Equus Workforce Solutions, Inc. (OPERATOR)

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Central Midlands Council of Governments is the designated local grant recipient responsible for administering the following title I WIOA programs:

- Adults;
- Dislocated Workers; and
- Youth.

_____ Date: _____
D. Britt Poole, Executive Director

THE MIDLANDSWORKFORCE AREA

SC WORKS SYSTEM

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

The South Carolina Department of Employment and Workforce is the sole entity and designated State agency responsible for administering the funds of the following:

- Employment services authorized under the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*);
- Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 *et seq.*);
- Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;
- Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
- Migrant and Seasonal Farmworkers (MSFW) programs; and
- Other state programs administered by the SC Department of Employment and Workforce.

William H. Floyd, III, Executive Director

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The South Carolina Vocational Rehabilitation Department is a designated agency specified under sec. 101(a) (2) of the Rehabilitation Act that is primarily concerned with vocational rehabilitation, or vocational and other rehabilitation, of individuals with disabilities in the State and is responsible for administering or supervising policy for the Vocational Rehabilitation program, authorized under title I of the Rehabilitation Act, with the exception of Vocational Rehabilitation programs for individuals who are blind which are administered by the South Carolina Commission for the Blind.

_____ Date: _____
Felicia W. Johnson, Commissioner

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The South Carolina Commission for the Blind is a designated agency specified under the Rehabilitation Act of 1973 that is primarily concerned with providing quality individualized vocational rehabilitation services, independent living services and prevention-of-blindness services to blind and visually impaired consumers leading to competitive employment and social and economic independence.

Darline Graham, Commissioner

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The South Carolina Department of Social Services is the sole entity and designated State agency responsible for administering:

- The Temporary Assistance to Needy Families (TANF) Program authorized under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- The Supplemental Nutrition Assistance Program (SNAP) under the provisions in the Food and Nutrition Act of 2008.

Susan Roben, Chief Financial Officer

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Goodwill Industries of Upstate/Midlands SC is a designated agency for administering:

- Title V of the Older Americans Act of 1965 to carry-out part-time employment in community services activities for individuals 55 and older.
- DOL funded Pathway Home 2 grant to provide eligible, incarcerated individuals in state correctional facilities or local or county jails with workforce services prior to release and continue services after release by transitioning participants into reentry programs.
- DOL funded Young Adult Reentry Program (YARP) Ignite 2.0 to provide education and training services that improve the employment outcomes of young adults who are involved in the criminal justice system and/or who left high school prior to graduation to develop the capacity of community colleges to meet the needs of young adults with justice system involvement.

Date: _____

Tiffany Foster, Director of Community Development

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Fairfield Adult Education is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

Jamie Brunson, Director

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Lexington One School District Adult Education is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

Brian Barrineau, Director

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Lexington School Districts Two and Four Adult Education is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

Mandy Domenech, Interim Director

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Lexington School District Three Adult Education is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

Randall Price, Director

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Lexington/Richland School District Five Adult Education is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

John McMillion, Director

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Richland School District One Adult Education is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

Marva Coates, Director

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Richland School District Two Adult Education is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

Bobby Cunningham, Director

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Bamberg Job Corps Center is a designated agency specified under WIOA Title II-C to help young people ages 16-24 improve the quality of their lives through career technical and academic training.

KRISTEN DUBE, CORPORATE OA MANAGER

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Midlands Technical College is a designated agency specified under the Carl D Perkins Career and Technical Education Act of 2006 (CFR 2301 et seq.) to provide an increased focus on the academic achievement of career and technical education students, strengthen the connections between secondary and postsecondary education and improve state and local accountability.

DEBBIE WALKER, VICE PRESIDENT FINANCE & ACCOUNTING

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Wateree Community Action is a designated agency specified under the Community Services Block Grant Act (42 U.S.C. 9001 et seq.); H.R. 803-59 to carry out employment and training activities.

ANNETTE TUCKER, EXECUTIVE DIRECTOR

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Aiken Barnwell Community Action is a designated agency specified under the Community Services Block Grant Act (42 U.S.C. 9001 et seq.); H.R. 803-59 to carry out employment and training activities.

GEORGE ANDERSON, EXECUTIVE DIRECTOR

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Carolina Community Action is a designated agency specified under the Community Services Block Grant Act (42 U.S.C. 9001 et seq.); H.R. 803-59 to carry out employment and training activities.

KAREN BRACKETT BROWNING, EXECUTIVE DIRECTOR

Date: _____

THE MIDLANDS WORKFORCE AREA
SC WORKS SYSTEM
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The Northeastern Technical College is a specified agency responsible for administering the funds of the following:

- Migrant and Seasonal Farmworkers (MSFW) programs

DR. KYLE WAGNER, PRESIDENT & CEO

Date: _____

MOU Attachment A: WIOA REQUIRED SERVICES

REQUIRED PARTNERS	Eligibility Deters.	Outreach & Orientation	Skills Assessments	Labor Exchange	Partner Referrals	Provision of LMI	Provision of Performance Information	Supportive Services	UI Filing	Financial Aid Assistance	Individual Career Services	Access to Training Services	Business Services
Adult, DW, and Youth	X	X	X	X	X	X	X	X	NO	X	X	X	X
Adult Education/Family Literacy	NO	X	X	NO	X	NO	X	X	NO	X	X	X	NO
Wagner-Peyser	NO	X	X	X	X	X	NO	X	X	NO	X	NO	X
Rehab.Programs for Indiv. w/Disabilities	NO	X	X	X	X	X	N/A	X	N/A	N/A	X	X	X
Post-Sec. Career & Tech. Ed. (Perkins)	NO	X	X	X	X	X	NO	NO	NO	X	X	X	X
CSBG Employment and Training	X	X	X	NO	X	NO	NO	X	NO	X	NO	NO	NO
Native American Programs	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HUD Employment and Training	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Job Corps	X	X	X	NO	X	X	N/A	X	NO	NO	X	X	N/A
Veterans Employment and Training	NO	X	X	X	X	X	NO	X	NO	NO	X	X	X
Migrant and Seasonal Farmworker	X	X	X	X	X	X	NO	NO	N/A	NO	X	X	X
Senior Community Svc. Employment	NO	X	X	X	X	N/A	NO	No	NO	NO	X	X	X
Trade Adjustment Assistance	X	X	X	X	X	X	NO	X	X	X	X	X	X
Unemployment Compensation	NO	NO	NO	NO	NO	NO	NO	NO	X	NO	NO	NO	NO
YouthBuild	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TANF	NO	X	X	X	X	X	NO	X	NO	X	X	X	X
Second Chance Act	NO	X	X	X	X	X	NO	X	NO	X	X	X	X
<p>Eligibility Determinations: Determination if an individual is eligible for WIOA Adult, DW, or Youth programs.</p> <p>Outreach & Orientation: Information on and access to services in the SC Works system.</p> <p>Skills Assessments: Initial assessment of skill levels including literacy, numeracy, English language proficiency, and aptitudes and abilities (including skills gaps).</p> <p>Labor Exchange: Job search and placement assistance, career counseling, and non-traditional employment information.</p> <p>Partner Referrals: Referrals to and coordination with programs and services within the SC Works system and other workforce programs.</p> <p>Provision of LMI: Local, regional, and national labor market statistics including: job vacancy listings, skills needed to obtain those jobs, in-demand occupations and earnings, and advancement opportunities available.</p> <p>Provision of Performance Information: Partner specific data on how local areas are performing on accountability measures relating to the area's overall SC Works system.</p>													
<p>Supportive Services: Information relating to the availability of supportive services, such as child care and transportation, and referrals to supportive service programs, as needed.</p> <p>Unemployment Insurance Filing: Information and assistance regarding filing claims for unemployment compensation.</p> <p>Financial Aid Assistance: Assistance in establishing eligibility for financial aid programs not provided under WIOA.</p> <p>Individualized Career Services: Individualized services provided to eligible customers, such as counseling and career planning, to help the customer obtain or retain employment.</p> <p>Access to Training Services: Access to training services such as On-the-Job training, entrepreneurial, adult education and literacy, and customized training.</p> <p>Business Services: Employer services, such as job fairs, recruitment assistance, and incumbent worker training, are made available to local employers.</p>													

MOU ATTACHMENT B: SC WORKS PARTNERS AND WIOA STATUS

SC Works Center Midlands 700 Taylor St Columbia 29201	SC Works Center Lex 631 Main St West Cola 29170	SC Works Center Winns 96 Hwy 321 Bypass S Winnsboro 29180
---	---	---

SC Works Partner Entity	Location	WIOA Status	Representing
SC Dept of Employ & Workforce	SC Works Midlands, Lex & Winnsboro	Required	WP, UI, TAA
SCDSS	SC Works Midlands & Lex	Required	TANF
SCDSS	SC Works Midlands & Lex	Optional	SNAP
SC Vocational Rehabilitation	SC Works Midlands & Lex	Required	VR
SC Commission for the Blind	SC Works Midlands	Required	VR
Richland 1, 2, Lex 1, 2/4, 3, Lex/Rich 5 & Fairfield Adult Education	SC Works Midlands	Required	Adult Education
Equus Workforce Solutions	SC Works Midlands & Lex	Required	WIOA
Fairfield County	SC Works Winnsboro	Required	WIOA
Midlands Technical College	SC Works Midlands	Required	Carl Perkins
Job Corps	SC Works Midlands	Required	Title I- Job Corps
Goodwill Industries	SC Works Midlands	Required	SCSEP, Second Chance Act
Northeastern Technical College	SC Works Midlands	Required	Migrant Seasonal Farmworkers

MOU ATTACHMENT C: CROSS REFERRAL AGREEMENT

1. The parties agree that each partner shall receive referrals from and make referrals to the SC Works system in accordance with this Cross Referral Agreement.

- (a) Referral Definition

- A referral is defined as a good faith effort by each local SC Works Partner to direct customers to the right service at the right time.

Referrals are made in SC Works Online Services (SCWOS), or if the partner does not have a SCWOS staff account, the Partner Referral Form (Attachments C-1).

Referrals between Parties will be counted when a Referral Form is received by any one partner. It will be incumbent on each partner to follow-up with referrals received from other Parties, to facilitate each partner's individual intake process.

2. Each partner will use the attached referral form or SCWOS Referral in referring individuals for services they are not able to provide. This agreement will be updated to include any necessary performance standards, tracking requirements, etc. as WIOA implementation progresses.
3. The parties agree to make discussion of the referral process (for review and enhancement) a permanent agenda item at all regularly scheduled partner meetings, to include:
 - ◇ Provide feedback on the success of cross-referral arrangements;
 - ◇ Cross-train their respective staffs;
 - ◇ Consider co-enrollment options and practices;
 - ◇ Consider the effect of cross-referrals on mutual performance expectations; and
 - ◇ Constantly improve the joint delivery of services to customers.

MOU ATTACHMENT C-1: Referral *

(Please fill out and send with customer upon referral OR EMAIL TO APPROPRIATE PARTNER)

Date Referred: _____ Last 4 Digits of SS#: _____ Phone # _____

Customer's Name:

Last _____ First _____ MI _____

Email: _____ Alternate Contact Information: _____

REFERRED FROM:

AGENCY: _____

YOUR NAME & TITLE: _____

YOUR PHONE #: _____ YOUR EMAIL: _____

REFERRED TO:

AGENCY: _____ PROGRAM: _____

NAME & TITLE: _____

DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS:

If an Employment Assessment and/or Plan has been completed at your agency, please document and provide client with the Assessment and/or Plan to bring or take to his/her initial visit resulting from this referral. Please add any comments that will assist the "Referred To" agency in assisting this individual:

DESCRIPTION OF WHEN, HOW, OR IF YOU NEED FEEDBACK ON THIS REFERRAL:

FOR OFFICE USE ONLY:

DATE RECEIVED: _____ INITIALS: _____

PLEASE RETAIN COPY FOR CLIENT'S CASE FILE (SCAN)

CASE NOTE REQUIRED FOR CONTACT ATTEMPTS, APPOINTMENTS, RESULTS, ETC.

*ALL PARTIES WITH SCWOS ACCOUNTS WILL UTILIZE THE REFERRAL SYSTEM IN SCWOS.

MOU ATTACHMENT D: SC WORKS CIVILITY POLICY

Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not. Indeed, management should exemplify the behavior expected of all staff in maintaining a positive and productive work culture.

Respectful workplace behaviors are those that promote positivity and professionalism including, but not limited to:

- Using respectful and courteous language in all interactions;
- Questioning an individual's position on an issue politely and seeking to understand his/her position;
- Giving an individual direct, non-personal feedback and where appropriate, in a private setting;
- Not displaying a negative attitude and understanding how one's attitude can affect the work environment;
- Approaching conflict with maturity and a true desire for resolution rather than an opportunity to disagree;
- Respecting the chain of command and raising concerns to management at the appropriate time/place and with the appropriate tone; and
- Using discretion when communicating about issues that may be considered to be personal.

Inappropriate or unacceptable workplace behaviors are statements or acts that may negatively impact the work environment including, but not limited to:

- Using profane, abusive, vulgar, or harassing language;
- Berating or unnecessarily criticizing people in public;
- Gossiping;
- Deliberately embarrassing people;
- Using e-mail or text messages as a shield for rudeness or to further any other inappropriate or unacceptable workplace behaviors; and
- Addressing people in an unprofessional manner or tone.

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board (LWDB) who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.

4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

Midlands				
Total Local Area Operating Budget for PY25				
July 1, 2025 - June 30, 2026				
FTE Cost Allocation Methodology				
Infrastructure Costs	Columbia	Lexington	Winnsboro	Totals
Rent	-	100,432.00	-	100,432.00
Security System	50,000.00	-	-	50,000.00
Utilities	76,000.00	9,250.00	14,500.00	99,750.00
Janitorial/Maintenance	30,000.00	16,000.00	-	46,000.00
Landscaping	18,000.00	-	-	18,000.00
General Repair	500.00	500.00	500.00	1,500.00
Pest Control	400.00	780.00	100.00	1,280.00
Depreciation (if applicable)*	27,365.00	-	-	27,365.00
Telephone (if applicable)	52.00	122.00	300.00	474.00
Public Access PC Costs	41,400.00	24,600.00	6,220.00	72,220.00
Equipment Maintenance/Rental	525.00	700.00	-	1,225.00
Common area supplies**	1,500.00	700.00	300.00	2,500.00
Other - website	500.00	-	-	500.00
Other - Front Desk Reception staff	42,900.00	-	-	42,900.00
Other - Refurbishment	-	-	-	-
Total Infrastructure Costs	\$ 289,142.00	\$ 153,084.00	\$ 21,920.00	\$ 464,146.00
Additional Shared Services Costs				
Shared Copier/Printer for staff	3,060.00	1,840.00	-	4,900.00
Phone/Internet Access for staff	9,660.00	2,940.00	-	12,600.00
VR Career Exploration headsets	10,700.00	-	-	10,700.00
Total Additional Costs	\$ 23,420.00	\$ 4,780.00	\$ -	\$ 28,200.00
Grand Total Budget	\$ 492,346.00			

Midlands Columbia														
Center Operating Budget for PY25														
July 1, 2025 - June 30, 2026														
FTE Cost Allocation Methodology														
Number of FT Employees	76.8	10.5	38	4.5	9	1	0.1	0.1	0.1	11	0.1	0.3	0.1	2
Infrastructure Costs														
Rent	\$ -													
Security System	\$ 50,000.00	6,835.94	24,739.58	2,929.69	5,659.38	651.04	65.10	65.10	7,161.46	65.10	\$ -	\$ -	\$ -	\$ -
Utilities	\$ 76,000.00	10,390.63	37,604.17	4,453.13	8,906.25	989.58	98.96	98.96	10,885.42	98.96	\$ 296.88	\$ 98.96	\$ 1,979.17	\$ 98.96
Janitorial/Maintenance	\$ 30,000.00	4,101.56	14,943.75	1,757.61	3,515.63	390.63	39.06	39.06	4,296.88	39.06	\$ 117.19	\$ 39.06	\$ 781.25	\$ 39.06
Landscaping	\$ 18,000.00	2,460.94	8,906.25	1,054.69	2,109.38	234.38	23.44	23.44	2,578.13	23.44	\$ 70.31	\$ 23.44	\$ 468.75	\$ 23.44
General Repair	\$ 500.00	68.36	247.40	29.30	58.59	6.51	0.65	0.65	71.61	0.65	\$ 1.95	\$ 0.65	\$ 13.02	\$ 0.65
Pest Control	\$ 400.00	54.69	197.92	23.44	46.88	5.21	0.52	0.52	57.29	0.52	\$ 1.56	\$ 0.52	\$ 10.42	\$ 0.52
Depreciation (if applicable)*	\$ 27,365.00	3,741.31	13,539.97	1,603.42	3,206.84	356.32	35.63	35.63	3,919.47	35.63	\$ 106.89	\$ 35.63	\$ 712.63	\$ 35.63
Telephone (803-978-0190)	\$ 52.00	7.11	25.73	3.05	6.09	0.88	0.07	0.07	7.45	0.07	\$ 0.20	\$ 0.07	\$ 1.35	\$ 0.07
Public Access PC Costs	\$ 41,400.00	5,660.16	20,484.38	2,425.78	4,851.56	539.06	53.91	53.91	5,929.69	53.91	\$ 161.72	\$ 53.91	\$ 1,078.13	\$ 53.91
Equipment Maintenance/Rental	\$ 525.00	71.78	259.77	30.76	61.52	6.84	0.68	0.68	75.20	0.68	\$ 2.05	\$ 0.68	\$ 13.67	\$ 0.68
Common area supplies**	\$ 1,500.00	205.08	742.19	87.89	175.78	19.53	1.95	1.95	214.84	1.95	\$ 5.86	\$ 1.95	\$ 39.06	\$ 1.95
Other - website	\$ 500.00	68.36	247.40	29.30	58.59	6.51	0.65	0.65	71.61	0.65	\$ 1.95	\$ 0.65	\$ 13.02	\$ 0.65
Other - Front Desk Reception staff	\$ 42,900.00	5,865.23	21,216.56	2,513.67	5,027.34	558.59	55.86	55.86	6,144.53	55.86	\$ 167.58	\$ 55.86	\$ 1,117.19	\$ 55.86
Other/Refurbishment (Windows & Paint)														
Total Infrastructure Costs	\$ 279,729.83	\$ 39,531.13	\$ 143,065.05	\$ 16,941.91	\$ 33,883.83	\$ 3,764.87	\$ 376.49	\$ 376.49	\$ 41,413.57	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 7,529.74	\$ 376.49
Less Cash Contributions	\$ -													
Less Non-personnel In-kind Contributions	\$ 18,884.70	3,741.31	13,539.97	1,603.42	-	-	-	-	-	-	-	-	-	-
Balance	\$ 260,845.13	\$ 35,789.82	\$ 129,525.08	\$ 15,338.50	\$ 33,883.83	\$ 3,764.87	\$ 376.49	\$ 376.49	\$ 41,413.57	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 7,529.74	\$ 376.49
Number of FTEs cost sharing Additional Costs	0													
Additional Shared Services Costs														
Shared Copier/Printer for staff	\$ 3,060.00	-	-	-	\$ 1,197.39	\$ 133.04	-	-	\$ 1,463.48	-	-	-	\$ 266.09	-
Phone/Internet Access for staff	\$ 9,660.00	-	-	-	\$ 3,780.00	\$ 420.00	-	-	\$ 4,620.00	-	-	-	\$ 840.00	-
VR Career Exploration headsets	\$ 10,000.00	-	-	-	\$ 2,675.00	\$ 2,675.00	\$ 2,675.00	-	\$ 2,675.00	-	-	-	-	-
Total Additional Costs	\$ 23,420.00	-	-	-	\$ 7,652.39	\$ 3,228.04	\$ 2,675.00	-	\$ 8,758.48	-	-	-	\$ 1,106.09	-
Less Cash Contributions	\$ -													
Less In-kind Contributions	\$ 23,420.00	-	-	-	\$ 7,652.39	\$ 3,228.04	\$ 2,675.00	-	\$ 8,758.48	-	-	-	\$ 1,106.09	-
Balance	\$ -													
Grand Total Budget	\$ 303,148.83	\$ 39,531.13	\$ 143,065.05	\$ 16,941.91	\$ 41,536.22	\$ 6,992.91	\$ 3,051.49	\$ 376.49	\$ 50,172.05	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ (1,106.09)	\$ -
Less Cash Contributions	\$ -													
Less In-kind Contributions	\$ 18,884.70	3,741.31	13,539.97	1,603.42	-	-	-	-	-	-	-	-	-	-
Balance	\$ 18,884.70	\$ 3,741.31	\$ 13,539.97	\$ 1,603.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* DEN's share of depreciation cost for DEN-owned buildings is considered an in-kind contribution and should not be included under DEN programs

** All staff purchase their own supplies- only resource room and common area supplies are shared

Midlands - Lexington								
Center Operating Budget for PY25								
July 1, 2025 - June 30, 2026								
FTE Cost Allocation Methodology								
Number of FT Employees	9.1	1	1	4	1	0.1	2	
Lexington								
Infrastructure Costs	Total	WP	Vet	TANF	SNAP	VR	Adult Ed	WIOA
Rent	\$ 100,432.00	11,036.48	11,036.48	44,145.93	11,036.48	1,103.65	-	22,072.97
Security System	\$ -	-	-	-	-	-	-	-
Utilities	\$ 9,250.00	1,016.48	1,016.48	4,065.93	1,016.48	101.65	-	2,032.97
Janitorial/Maintenance	\$ 16,000.00	1,758.24	1,758.24	7,032.97	1,758.24	175.82	-	3,516.48
Landscaping	\$ -	-	-	-	-	-	-	-
General Repair	\$ 500.00	54.95	54.95	219.78	54.95	5.49	-	109.89
Pest Control	\$ 780.00	85.71	85.71	342.86	85.71	8.57	-	171.43
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-
Telephone (803-359-6131)	\$ 122.00	13.41	13.41	53.63	13.41	1.34	-	26.81
Public Access PC Costs	\$ 24,600.00	2,703.30	2,703.30	10,813.19	2,703.30	270.33	-	5,406.59
Equipment Maintenance/Rental	\$ 700.00	76.92	76.92	307.69	76.92	7.69	-	153.85
Common area supplies**	\$ 700.00	76.92	76.92	307.69	76.92	7.69	-	153.85
Other-Refurbishment(paint & floor repair)		-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 153,084.00	\$ 16,822.42	\$ 16,822.42	\$ 67,289.67	\$ 16,822.42	\$ 1,682.24	\$ -	\$ 33,644.84
Less Cash Contributions	\$ -	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-	-
Balance	\$ 153,084.00	\$ 16,822.42	\$ 16,822.42	\$ 67,289.67	\$ 16,822.42	\$ 1,682.24	\$ -	\$ 33,644.84
Number of FTEs cost sharing Additional Costs	7			4	1			2
Additional Shared Services Costs	Total	WP	VET	TANF	SNAP	VR	Adult Ed	WIOA
Shared Copier/Printer for staff	\$ 1,840.00	\$ -	\$ -	\$ 1,051.43	\$ 262.86	\$ -	\$ -	\$ 525.71
Phone/Internet Access for staff	\$ 2,940.00			\$ 1,680.00	\$ 420.00			\$ 840.00
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Costs	\$ 4,780.00	\$ -	\$ -	\$ 2,731.43	\$ 682.86	\$ -	\$ -	\$ 1,365.71
Less Cash Contributions	\$ -	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-
Balance	\$ 4,780.00	\$ -	\$ -	\$ 2,731.43	\$ 682.86	\$ -	\$ -	\$ 1,365.71
Grand Total Budget	\$ 157,864.00	\$ 16,822.42	\$ 16,822.42	\$ 70,021.10	\$ 17,505.27	\$ 1,682.24	\$ -	\$ 35,010.55
Less Cash Contributions	\$ -	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-
Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW programs</i>								
<i>**All staff purchase their own supplies- only resource room and common area supplies are shared</i>								

Midlands - Winnsboro											
Center Operating Budget for PY25											
July 1, 2025 - June 30, 2026											
FTE Cost Allocation Methodology											
Number of FT Employees	4.6	1.6									3
Winnsboro											
Infrastructure Costs	Total	WP	UI	TAA	MSFW	Vet	TANF	SNAP	VR	Adult Ed	WIOA
Rent	\$ -	-	-	-	-	-	-	-	-	-	-
Security System	\$ -	-	-	-	-	-	-	-	-	-	-
Utilities	\$ 14,500.00	5,043.48	-	-	-	-	-	-	-	-	9,456.52
Janitorial/Maintenance	\$ -	-	-	-	-	-	-	-	-	-	-
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-
General Repair	\$ 500.00	173.91	-	-	-	-	-	-	-	-	326.09
Pest Control	\$ 100.00	34.78	-	-	-	-	-	-	-	-	65.22
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ 300.00	104.35	-	-	-	-	-	-	-	-	195.65
Public Access PC Costs	\$ 6,220.00	2,163.48	-	-	-	-	-	-	-	-	4,056.52
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ 300.00	104.35	-	-	-	-	-	-	-	-	195.65
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 21,920.00	\$ 7,624.35	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ 14,295.65
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-
Balance	\$ 21,920.00	\$ 7,624.35	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ 14,295.65
Number of FTEs cost sharing Additional Costs	0										
Additional Shared Services Costs	Total	WP	UI	TAA	MSFW	VET	TANF	SNAP	VR	Adult Ed	WIOA
List Allowable Cost Item Agreed To	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ -
Total Additional Costs	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ -
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-
Balance	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ -
Grand Total Budget	\$ 21,920.00	\$ 7,624.35	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ 14,295.65
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-
Balance	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ -
<i>*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW programs</i>											
<i>**All staff purchase their own supplies- only resource room and common area supplies are shared</i>											

Midlands													
Total Budget by Program for PY26													
July 1, 2025 - June 30, 2026													
FTE Cost Allocation Methodology													
Number of FT Employees	90.5	13.1	38	5.5	13	2	0.2	0.1	16	0.1	0.3	0.1	2
Total Locations													
Infrastructure Costs													
Rent	\$ 100,432.00	11,036.48	-	11,036.48	44,145.93	11,036.48	1,103.65	-	22,072.97	-	-	-	-
Security System	\$ 50,000.00	6,835.94	24,739.58	2,929.69	5,859.38	651.04	65.10	65.10	7,161.46	65.10	195.31	65.10	1,302.08
Utilities	\$ 99,750.00	16,450.59	37,604.17	5,469.61	12,972.18	2,006.07	200.61	98.96	22,374.91	98.96	296.88	98.96	1,979.17
Janitorial/Maintenance	\$ 46,000.00	5,859.80	14,843.75	3,516.05	10,548.59	2,148.87	214.89	39.06	7,813.36	39.06	117.19	39.06	781.25
Landscaping	\$ 18,000.00	2,460.94	8,906.25	1,054.69	2,109.38	234.38	23.44	23.44	2,578.13	23.44	70.31	23.44	468.75
General Repair	\$ 1,500.00	297.22	247.40	84.24	278.37	61.46	6.15	0.65	507.59	0.65	1.95	0.65	13.02
Pest Control	\$ 1,280.00	175.18	197.92	109.15	389.73	90.92	9.09	0.52	293.94	0.52	1.56	0.52	10.42
Depreciation (if applicable) *	\$ 27,365.00	3,741.31	13,539.97	1,603.42	3,206.84	356.32	35.63	35.63	3,919.47	35.63	106.89	35.63	712.63
Telephone (if applicable)	\$ 474.00	124.86	25.73	16.45	59.72	14.08	1.41	0.07	229.91	0.07	0.20	0.07	1.35
Public Access P.C Costs	\$ 72,220.00	10,526.93	20,484.38	5,129.08	15,664.75	3,242.36	324.24	53.91	15,392.80	53.91	161.72	53.91	1,078.13
Equipment Maintenance/Rental	\$ 1,225.00	148.70	259.77	107.68	369.22	83.76	8.38	0.68	229.04	0.68	2.05	0.68	13.67
Common area supplies**	\$ 2,500.00	386.35	742.19	164.81	483.47	96.45	9.65	1.95	564.34	1.95	5.86	1.95	39.06
Other - website	\$ 500.00	68.36	247.40	29.30	58.59	6.51	0.65	0.65	71.61	0.65	1.95	0.65	13.02
Other - Front Desk Reception staff	\$ 42,900.00	5,865.23	21,226.56	2,513.67	5,027.34	558.59	55.86	55.86	6,144.53	55.86	167.58	55.86	1,117.19
Other-Refurbishment (windows & paint)	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 464,146.00	\$ 63,977.90	\$ 143,065.05	\$ 33,764.33	\$ 101,173.50	\$ 20,587.29	\$ 2,058.73	\$ 376.49	\$ 89,354.06	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 7,529.74
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ 18,884.70	3,741.31	13,539.97	1,603.42	-	-	-	-	-	-	-	-	-
Balance	\$ 445,261.30	\$ 60,236.59	\$ 129,525.08	\$ 32,160.91	\$ 101,173.50	\$ 20,587.29	\$ 2,058.73	\$ 376.49	\$ 89,354.06	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 7,529.74
Number of FTEs cost sharing Additional Costs	0	-	-	-	-	-	-	-	-	-	-	-	-
Additional Shared Services Costs													
Shared Copier/Printer for staff	\$ -	\$ -	\$ -	\$ -	\$ 2,248.82	\$ 395.90	\$ -	\$ -	\$ 1,989.19	\$ -	\$ -	\$ -	\$ 266.09
Phone/Internet Access for staff	\$ -	\$ -	\$ -	\$ -	\$ 5,460.00	\$ 840.00	\$ -	\$ -	\$ 5,460.00	\$ -	\$ -	\$ -	\$ 840.00
VR Career Exploration headsets	\$ -	\$ -	\$ -	\$ -	\$ 2,675.00	\$ 2,675.00	\$ 2,675.00	\$ -	\$ 2,675.00	\$ -	\$ -	\$ -	\$ -
Total Additional Costs	\$ -	\$ -	\$ -	\$ -	\$ 10,383.82	\$ 3,910.90	\$ 2,675.00	\$ -	\$ 10,124.19	\$ -	\$ -	\$ -	\$ 1,106.09
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ -	\$ -	\$ -	\$ -	\$ 10,383.82	\$ 3,910.90	\$ 2,675.00	\$ -	\$ 10,124.19	\$ -	\$ -	\$ -	\$ 1,106.09
Grand Total Budget	\$ 464,146.00	\$ 63,977.90	\$ 143,065.05	\$ 33,764.33	\$ 111,557.32	\$ 24,498.19	\$ 4,733.73	\$ 376.49	\$ 99,478.25	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 8,635.83
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ 18,884.70	3,741.31	13,539.97	1,603.42	-	-	-	-	-	-	-	-	-
Balance	\$ 18,884.70	\$ 3,741.31	\$ 13,539.97	\$ 1,603.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW programs

**All staff purchase their own supplies- only resource room and common area supplies are shared

ATTACHMENT F: STAFFING ROSTER (FTE)

Date Prepared: 4/7/25

Local Area: Midlands Workforce Development Area
Tammy Beagen
100 Executive Center Drive Suite 218
Columbia, SC 29201

Partner: Equus Workforce Solutions
Jennifer Bazel
700 Taylor Street
Columbia, SC 29201

Partner: Midlands Technical College
Debbie Walker
Post Office Box 2408
Columbia, SC 29202

Partner: SC Vocational Rehabilitation
Kelly Stelling
1410 Boston Avenue
West Columbia, SC 29170

Partner: SC Dept. of Social Services
Tammy James
Post Office Box 1520
Columbia, SC 29202-1520

Partner: SC Commission for the Blind
Darline Graham
1430 Confederate Avenue
Columbia, SC 29201

Partner: SC Job Corps
Kristen Dube
Post Office Box 967
Bamberg, SC 29003

Partner: Midlands Adult Education Consortium
Marva Coates
2612 Covenant Road
Columbia, SC 29204

Partner: Goodwill Industries
Traci Hunter
115 Haywood Road
Greenville, SC 29607

Partner: SC Dept. of Employment & Workforce
Fabian Zalewa
Post Office Box 995
Columbia, SC 29202

Partner: Northeastern Technical College
Dr. Kyle Wagner
1201 Chesterfield Hwy
Cheraw, SC 29520

This addendum has the following effect on SC Works partners' proportionate shares for the following locations/suites:

Comprehensive Center	Affiliate Center	Affiliate Center
SC Works Midlands 700 Taylor Street Columbia 29201	SC Works Lexington 631 Main Street West Columbia 29170	SC Works Winnsboro 96 Hwy 321 Bypass S Winnsboro 29180

	WIOA & Other Partner Funded Staff	DSS Funded Staff	VR Funded Staff	DEW Funded Staff	Adult Ed Funded Staff	Total Center Staff	Proportionate Share %
SC Works (Midlands)	12.9	10	0.2	53	0.1	76.2	WIOA-16.93%; DSS-13.12%; VR-0.26%; DEW-69.55%; AE-0.13%
SC Works (Lexington)	2.6	5	0.1	2	0	9.7	WIOA-26.80%; DSS-51.55%; VR-1.03%; DEW-20.62%
SC Works (Winnsboro)	3	0	0	1.6	0	4.6	WIOA – 65.22%; DEW – 34.78%

Reason for Addendum: Staffing levels will determine the proportionate share percentage of facility costs for which each partner will be responsible for by location. Staffing counts should be based on planned staffing levels for the duration of the PY. During the PY, should permanent staffing changes occur, a partner may submit a written request to execute a revised addendum. Any modification to the addendum must have an agreed upon effective date and be signed by all partners.

Staff Name (includes ALL Center staff)	Center and Program Assigned to Work	# of Days and/or Half-days Assigned to Work per Week (e.g., 1 day = .20; half-day = .10)
Jennifer Bazer	SC Works – Columbia (WIOA)	1
Rebecca Carruthers	SC Works – Columbia (WIOA)	1
Sabrina Branham	SC Works – Columbia (WIOA)	1
Tami Mitchell	SC Works – Columbia (WIOA)	1
Amber McMichael	SC Works- Columbia (WIOA)	0.4
Tonia Rodriguez	SC Works – Columbia (WIOA)	1
Jean Stewart	SC Works – Columbia (WIOA)	1
Tiffani Harris	SC Works – Columbia (WIOA)	1
Eryn Myers	SC Works – Columbia (WIOA)	1
Matt Coulombe	SC Works – Columbia (WIOA)	1
Vacant	SC Works – Columbia (WIOA)	1
Donald Harrell	SC Works - Columbia (Vocational Rehabilitation)	0.1
Mary Dawkins	SC Works - Columbia (Adult Education)	0.1
Rotating	SC Works – Columbia (Northeast Tech College)	0.1
Rotating	SC Works - Columbia (MTC)	0.1
Joe Katz	SC Works - Columbia (Job Corps)	1

Shay Johnson	SC Works - Columbia (Job Corps)	1
Rotating	SC Works-Columbia (Goodwill Industries -SCSEP)	0.1
Rotating	SC Works – Columbia (Goodwill Ind - Pathway)	0.1
Rotating	SC Works Cola (Goodwill Lifelaunch/Ignite 2.0)	0.1
Rotating	SC Works - Columbia (Commission for the Blind)	0.1 (4 hrs/month)
Margaret Hinson	SC Works - Columbia (DSS - TANF)	1
Rene Riley	SC Works - Columbia (DSS - TANF)	1
Shalonda Murray	SC Works - Columbia (DSS - TANF)	1
Vacancy	SC Works - Columbia (DSS - TANF)	1
Fabrianni Chaplin	SC Works - Columbia (DSS - TANF)	1
Cindy Durant	SC Works - Columbia (DSS - TANF)	1
Kevasha Collier	SC Works - Columbia (DSS - TANF)	1
Symone Flagler	SC Works - Columbia (DSS - TANF)	1
Malissa McConnell	SC Works - Columbia (DSS - SNAP)	1
Beth Baggerly	SC Works - Columbia (DSS - TANF)	1
Fabian Zalewa	Wagner-Peyser	1
David Contee	Wagner-Peyser	1
Jesus Sample	Wagner-Peyser	1
Angelique Hamilton	Wagner-Peyser	1
Portia Holt	Wagner-Peyser	1
Falasha Hammitt	Wagner-Peyser	1
Tyrone Betha	LVER	1
Yvette Striling	Wagner-Peyser	1
Ramonn Lester	LVER	1
Shaneen Johnson	DVOP	1
Lutricia Rutledge	Wagner-Peyser	1
Ashley Sims	DVOP/Wagner-Peyser	1
David Williams	DVOP	1
Erica McConnell	Wagner-Peyser	1
Charmet Hough	Wagner-Peyser	0.4
Herbertha Smalls	UI Call Center HUB	1
Lawanda Villard	UI Call Center HUB	1
Octavia Wilmore	UI Call Center HUB	1
Tiffany Barwick	UI Call Center HUB	1

Erimelda Almonte	UI Call Center HUB	1
Fabiana Rojas	UI Call Center HUB	1
Jarasa Reed	UI Call Center HUB	1
Christopher Dove	UI Call Center HUB	1
Kalin Wilson	UI Call Center HUB	1
Reginald Dargan	UI Call Center HUB	1
Milagro Deleon	UI Call Center HUB	1
Samantha Rowell	UI Call Center HUB	1
Sierra Stephens	UI Call Center HUB	1
Mycale Wilson	UI Call Center HUB	1
Theresa Gary	UI Call Center HUB	1
Mary Coney	UI Call Center HUB	1
Paul Shackelford	UI Call Center HUB	1
Erika Rios	UI Call Center HUB	1
Evelyn Brown	UI Call Center HUB	1
Kristi Johnson	UI Call Center HUB	1
Renee Napper-Smith	UI Call Center HUB	1
Amber Wells	UI Call Center HUB	1
Lattisha Tucker	UI Call Center HUB	1
Marshall Fuller	UI Call Center HUB	1
Mary Spence	UI Call Center HUB	1
Sherri Bundrick	UI Call Center HUB	1
Dannah Williams	UI Call Center HUB	1
Trina Bryant	UI Call Center HUB	1
Patrick McKlveen	Field Service	1
Joyce Driggers	Field Service	1
Amy Gfell	Field Service	1
Kellie Peilham	Field Service	1
Chanig Randle	Field Service	1
Yolanda Dorsey	Field Service	1
Susie Coffey	Field Service	1
Latoya Fisher	UI RESEA	1
Julie Myers	UI RESEA	1
Malaysia Boulware	UI RESEA	1

Audrey Palmer	SC Works – Lexington (WIOA)	1
Amber McMichael	SC Works – Columbia (WIOA)	0.6
Felicia Garvin	SC Works – Lexington (WIOA)	1
Lakesha Armstrong	SC Works – Lexington (Vocational Rehabilitation)	0.1
Fred Savage	SC Works – Lexington (DVOP/LVER)	1
Tasha Mayes	SC Works – Lexington (WP)	1
Jennifer Jones	SC Works- Lexington (DSS-TANF)	1
Allonia Ward	SC Works- Lexington (DSS-TANF)	1
Cindy Burns	SC Works- Lexington (DSS-TANF)	1
Amanda Hamilton	SC Works – Lexington (DSS-TANF)	1
Randy Sutton	SC Works – Lexington (DSS-SNAP)	1
Latasha Wadlington	SC Works – Winstboro (WIOA)	1
Kiara Jones	SC Works – Winstboro (WIOA)	1
Ashlynn Whitener	SC Works – Winstboro (WIOA)	1
Ollie Brown	SC Works – Winstboro (Rural Outreach)	1
Charmet Hough	SC Works – Winstboro (WP)	.6
Rotating	SC Works – Winstboro (CAA)	Once/month

Agreement Period as of this Addendum

Beginning Date: July 1, 2025

Ending Date: June 30, 2026

Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.

Approved for Local Area: Midlands

Staff Name: Tammy Beegen

Title: Director

Signature _____ Date _____

Approved for Partner: SC Vocational Rehabilitation

Staff Name: Kelly Stelling

Title: Field Operations Manager

Signature _____ Date _____

Approved for Operator: Equus Workforce Solutions

Staff Name: Jennifer Bazer

Title: Project Director

Signature _____ Date _____

Approved for Partner: SC Commission for the Blind

Staff Name: Darline Graham

Title: Commissioner

Signature _____ Date _____

Approved for Partner: SC Dept of Social Services
Staff Name: Tammy James
Title: Director, Employment Services

Signature	Date
-----------	------

Approved for Partner: SC Job Corps
Staff Name: Kristen Dube
Title: Center Director

Signature	Date
-----------	------

Approved for Partner: Goodwill Industries
Staff Name: Traci Hunter
Title: SCSEP

Signature	Date
-----------	------

Approved for Partner: Northeastern Technical College
Staff Name: Dr. Kyle Wagner
Title: President

Signature	Date
-----------	------

Approved for Partner: SC Dept of Employment & Workforce
Staff Name: Fabian Zalewa
Title: Midlands Regional Manager

Signature	Date
-----------	------

Approved for Partner: Adult Education
Staff Name: Marva Coates
Title: Midlands Consortium

Signature	Date
-----------	------

Approved for Partner: Midlands Technical College
Staff Name: Debbie Walker
Title: VP, Finance & Accounting

Signature	Date
-----------	------

PY 2025 ADDENDUM: FRONT DESK POSITION FUNDING AND COST ALLOCATION

The SC Works system brings together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services. In an effort to streamline the intake process by providing consistent front desk coverage in Comprehensive SC Works Centers, the Parties indicated below agree to proportionately share the cost for funding a full-time front desk position, up to \$45,000 including salary, fringe, and benefits, in all SC Works Comprehensive Centers for identified program year. The primary responsibility of this position would include the provision of consistent guidance and assistance to individuals visiting the SC Works Center. The individual will greet and direct customers to the appropriate resources and will report to the SC Works Center Operator. *The Parties reserve the ability to be involved in the selection and training process for this position.*

Below is a recommended list of essential duties and responsibilities:

- Greet customers and guests at the main entrance
- Respond to customer questions and direct them to the appropriate staff, program, or agency
- Provide customers with pertinent information related to employment services, WIOA services or other partner programs within the local SC Works system
- Provide an overview of available resource center services, employment referral opportunities, and vocational guidance and labor market information to claimants, job seekers, partners, and employers
- Assist customers with utilizing the SC Works Greeter kiosk
- Perform other duties as assigned

In accordance with State Instruction 24-07, Local Memorandum of Understanding Guidelines, required partners must use a portion of their funds to pay for costs relating to the operation of the workforce system, including infrastructure costs and additional costs. Additional costs may include other costs that support the operations of the SC Works Center as a whole, such as staffing for the front desk, if agreed to by partners. Although the local operating budget contains both infrastructure and additional costs components, only failure to reach consensus among all required partners with respect to the infrastructure cost funding will trigger the implementation of the State Funding Mechanism, as outlined in the policy referenced above. Therefore, the Parties indicated below agree to proportionately share in the cost of funding a front desk position in all Comprehensive Centers in addition to the infrastructure costs identified in Attachment E of the local PY 2025 MOU/IFA: Shared Operating Budget.

The local area, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties to the addendum as it relates to the funding of the front desk position at the local area's Comprehensive Center(s). Charges should be included in the quarterly IFA invoice and shared proportionately using the methodology agreed to and outlined in the local PY 2025 MOU/IFA.

This addendum is effective July 1, 2025, through June 30, 2026. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory

program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign, or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below:

_____ Signature SC Department of Employment and Workforce	_____ Date
_____ Signature SC Department of Social Services	_____ Date
_____ Signature SC Vocational Rehabilitation	_____ Date
_____ Signature Equus Workforce Services	_____ Date
_____ Signature Midlands Technical College	_____ Date
_____ Signature SC Commission for the Blind	_____ Date
_____ Signature Job Corps	_____ Date
_____ Signature Adult Education	_____ Date
_____ Signature Goodwill Industries	_____ Date
_____ Signature Northeastern Technical College	_____ Date

Richland County Council Request for Action

Subject:

Case #25-018MA
Joyce S. Burgess
INS to GC (.83 Acres)
7600 Wilson Boulevard
TMS #R14303-02-25

Notes:

First Reading: May 20, 2025
Second Reading: June 3, 2025
Third Reading:
Public Hearing: May 20, 2025

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 # R14303-02-25 FROM INSTITUTIONAL DISTRICT (INS) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R14303-02-25 from Institutional District (INS) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 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:	May 20, 2025
First Reading:	May 20, 2025
Second Reading:	June 3, 2025
Third Reading:	June 17, 2025

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 an infrastructure credit agreement to provide for infrastructure credits to Core Columbia Hampton LLC, a company previously identified as Project Catalyst; and other related matters

Notes:

First Reading: May 13, 2025
Second Reading: June 3, 2025
Third Reading: June 17, 2025
Public Hearing: June 17, 2025

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 AN
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
INFRASTRUCTURE CREDITS TO CORE COLUMBIA
HAMPTON, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS
PROJECT CATALYST; 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 (“Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “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”), to govern the operation of the Park;

WHEREAS, Core Columbia Hampton, LLC, a company previously identified as Project Catalyst (the “Company”), proposes to invest, or cause others to invest, in and develop a mixed-use commercial development project, including retail, market rate housing, and student housing project components, as well as supportive structured parking improvements (“Project”), to be located on, and comprised of, land more particularly identified in the Agreement (as hereinafter defined) (“Site”), which land is presently located in the County, and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$225,000,000 of new aggregate, taxable investment in the County;

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

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 an Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of

assisting in paying the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure comprising the Project 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 in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: May 13, 2025
Second Reading: June 3, 2025
Public Hearing: June 17, 2025
Third Reading: June 17, 2025

EXHIBIT A
FORM OF INFRASTRUCTURE CREDIT AGREEMENT

See attached.

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

CORE COLUMBIA HAMPTON, LLC

Dated as of June 17, 2025

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, dated as of June 17, 2025 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, this “Agreement”), by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and Core Columbia Hampton, LLC, a company previously identified as PROJECT CATALYST, acting for itself, one or more affiliates, and/or other project investors (collectively, the “Company”; together with the County, collectively, the “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (the “Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-68 of the Code (collectively, the “Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide credits (“Infrastructure Credits”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (“Infrastructure”), all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to facilitate the grant of such Infrastructure Credits to such investors; and

WHEREAS, the Company has invested in, or proposes to invest, or cause others to invest, in and develop a mixed-use commercial development project, including retail, market rate housing, and student housing components, as well as supportive structured parking improvements (the “Project”) to be located on, and comprised of, land presently and more particularly described on Exhibit A attached hereto (the “Site”), which land is presently located in the County and in the City of Columbia, South Carolina (the “City”), and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$225,000,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, the Company’s investment in acquiring the Site and all existing real property improvements located thereon; and

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such resulting exemption (each, a “Fee Payment”); and

WHEREAS, Section 4-1-170(C) of the Act provides that if a Park is to include within its boundaries property which is located within the limits of a municipality, the consent of such municipality must first be obtained prior to such inclusion; and

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Fairfield County, South Carolina (“Fairfield County”) have jointly developed a Park known as the I-77 Corridor Regional Industrial Park (the “I-77 Park”) by entering into that certain Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (as may be amended, modified, or supplemented from time to time, the “Park Agreement”); and

WHEREAS, the County has determined to provide for, subject to City consent thereto, the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon within the boundaries of the I-77 Park (or a replacement or successor Park) and the maintenance of all such real and personal property within the boundaries of such Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in greater detail herein; and

WHEREAS, the County has determined, *inter alia*, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities therein and the citizens and residents therein due to the investment to be made, or caused to be made, by the Company and any Co-Investors (as defined herein), which contributes to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain Fee Payment and Park benefits, as well as the benefits of certain Infrastructure Credits as reimbursement for a portion of the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by an Ordinance enacted by the County Council on June 17, 2025 (the “Ordinance”).

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, execute, deliver, 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, subject to City consent thereto, approved the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon in the I-77 Park; and
- (f) Based on representations made by the Company to the County, the County has determined that the Project and the Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

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

(a) The Company is in good standing under the laws of Delaware, has the 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'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;

(c) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to undertake the Project; and

(d) The Company covenants to complete any and all Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II

PROJECTIONS, COVENANTS, AND COMMITMENTS OF THE PARTIES

Section 2.1. *Park Covenants by the County.* The County has included and, to the extent not so included, will include within the boundaries of the I-77 Park, and thereafter maintain within the boundaries of the I-77 Park or a successor or replacement Park thereto, the Project, including, but not limited to, the Site, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in this Agreement.

Section 2.2. *Investment Commitment by the Company.* The Company shall invest, or cause to be invested, in the aggregate, not less than \$225,000,000 of taxable investment in the Project ("Investment Commitment") by December 31, 2030 ("Certification Deadline"). For purposes of determining achievement of the Investment Commitment, the Company may aggregate investments made by the Company and Co-Investors at the Site. For purposes of this Agreement, "Co-Investor" shall mean the Company, any affiliate of, or related party to, the Company, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any third party acquiring a portion of the Site, whether improved or unimproved, for the purpose of making investment in the Project on such portion of the Site, any lessor of equipment or other property comprising a part of the Project (so long as such leased equipment or property are taxed in the County), any tenant of all or a portion of the Project, and any financing entity or other third party investing in, or providing funds for, the Project.

The Company shall certify achievement of the Investment Commitment to the County on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, closing statements, evidence of cleared checks or other proof of payment, wire transfer documentation, invoices, and accounting logs of the Company or any other Co-Investor, and, only with respect to the personal property portion of the Project, also any SCDOR PT-100 filed by the Company or any other Co-Investor with respect to the Project, 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, (i) the Certification Date shall not be later than, and may not be extended past, the Certification Deadline; and (ii) investment in the Project shall include, in the aggregate, taxable investment consisting of (a) capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition, building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and (b) soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, financing costs, interest expense, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs) to the extent incurred by the Company or any Co-Investors.

Section 2.3. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project in accordance with the term, amount, and calculation of the Infrastructure Credit as described on Exhibit B hereto.

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

(c) If the Company fails to achieve the Investment Commitment on or before the Certification Deadline, then the Company may, in the discretion of the County, be subject to the provisions set forth in Exhibit C hereto with respect to the Infrastructure Credit. In the event the County elects to enforce the provisions set forth in Exhibit C hereto with respect to the Infrastructure Credit, the County shall provide the Company written notice of such election and the County's calculation of the amount due from the Company to the County pursuant to and in accordance with Exhibit C hereto no later than ninety (90) days following the Certification Deadline. The Company shall remit such amount within ninety (90) days of receipt by the Company of such written notice.

(d) If **Section 2.1** hereof, or the granting of the Infrastructure Credits under this Agreement, is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement by the County, but never any greater direct cost or expense to the County than which would have been created or imposed by and through the Infrastructure Credits arrangement under this Agreement.

(e) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE 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 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 INFRASTRUCTURE CREDITS.

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

Section 2.4. *Site Modifications.* The Company or any other Co-Investor may add to, or sell, lease, or otherwise dispose of any portion of, the Site, in its sole discretion. In such event, the Company or such Co-Investor shall deliver to the County a revised Exhibit A to this Agreement or supplements to Exhibit A reflecting any such addition, disposal or removal and such revised or supplemented Exhibit A shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County.

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

(c) An abandonment of the Project; for purposes of this Agreement, “abandonment of the Project” means failure to place all or a portion of the Project in service by December 31, 2030;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described 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.

Notwithstanding anything herein to the contrary, failure by the Company to achieve the Investment Commitment by the Certification Deadline shall not be deemed to be an Event of Default under this Agreement, but may prospectively reduce certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Section 2.3(c)** and Exhibit C hereof.

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, except for specific performance seeking commencement or completion of the Project, as 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 and continuance 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) verifying the investment in the Infrastructure; and (ii) 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. *Transfers of Project Property; 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 and/or in connection with any collateral assignment by the Company to any lender or lenders providing mortgage or similar financing to the Company or any affiliated entity of the Company

that is secured, in whole or in part, by the Site and/or the Project (or any portion thereof) are 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 Infrastructure and disclaims all liability with respect to the 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 asserted, or claims made, by third parties 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 (each, a "Claim", and collectively, "Claims").

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

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

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

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

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

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

with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
---	--

if to the Company:	Core Columbia Hampton, LLC c/o CORE SPACES, LLC Attn: Doug Tichenor 1643 N Milwaukee Ave Chicago, IL 60647 Phone: 847-644-9302
--------------------	---

and

Core Columbia Hampton, LLC
c/o CORE SPACES, LLC

Attn: Adam Grant
1643 N Milwaukee Ave
Chicago, IL 60647
Phone: 773-969-5740

with a copy to:

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

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

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$8,500. 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 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; Electronic Signatures. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, e-mail or other electronic transmission or other similar means whereby each original signature has been reproduced (including, without limitation, .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), and all reproduced signatures shall be deemed “electronic signatures” and equivalent to an original signature for all purposes.

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 later of (i) the expiration of the Credit Term (as defined in Exhibit B attached hereto) and provision by the County to the Company of all Infrastructure Credits due to the Company under this Agreement with respect to the Credit Term or (ii) the date all amounts due and owing from the Company to the County pursuant to, and in accordance with, Section 2.3(c) hereof have been remitted to the County.

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.

Section 4.18. Further Proceedings. It is intended by the Parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

**[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 INFRASTRUCTURE CREDIT AGREEMENT/

IN WITNESS WHEREOF, Core Columbia Hampton, LLC has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

CORE COLUMBIA HAMPTON, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

SITE DESCRIPTION

All that certain piece, parcel or lot of land containing 109,404 square feet (2.512 acres) situated in the City of Columbia, County of Richland, South Carolina as shown on a plat prepared for Columbia Center, L.P. by B. P. Barber & Associates, Inc., dated November 14, 1990, and recorded in Plat Book 53, at page 2997, and being more particularly shown on said plat as having the following metes and bounds: Beginning at the point of intersection of the northwestern right-of-way line of Washington Street with the northeastern right-of-way line of Assembly Street, thence along the northeast right-of-way line of Assembly Street the following courses and distances: N19°51'03"W for a distance of 274.12 feet to a point; and N19°54'31"W for a distance of 144.96 feet to the point of intersection of said right-of-way line of Assembly Street with the southeastern right-of-way line of Hampton Street; thence cornering and running along said right-of-way line of Hampton Street N70°06'32"E for a distance of 214.31 feet to a point; thence turning and running along property of NYL-1444 Main Joint Venture S19°41'00"E for a distance of 178.90 feet to a point; thence cornering and continuing along property of NYL-1444 Main Joint Venture N69°39'19"E for a distance of 204.71 feet to a point located on the southwestern right-of-way line of Main Street the following courses and distances S19°41'00"E for a distance of 9.35 feet to a point and S19°58'40"E for a distance of 126.71 feet to a point; thence turning and running along a twelve story office building owned by MS Joint Venture S70°08'34"W for a distance of 156.85 feet to a point; thence continuing S70°08'34"W for a distance of 10 feet along property owned by The Most Worshipful Prince Hall Grand Lodge of Free and Accepted Masons; thence turning and running N19°38'57"W for a distance of 4.40 feet to a point; thence turning and running S69°18'34"W for a distance of 41.55 feet to a point; thence turning and running S19°38'57"E for a distance of 4.40 feet to a point; thence turning and running S68°46'44"W for a distance of 70.44 feet to a point located at the northwesternmost corner of property now of Elizabeth A. Fuller; thence turning and running S19°53'19"E for a distance of 103.77 feet to a point located on the northwestern right-of-way line of Washington Street; thence turning and running along said right-of-way line S70°09'55"W for a distance of 139.86 feet to the point of beginning. TOGETHER WITH all of Seller's right, title, and interest, if any, in and to any adjoining strips, gores, rights-of-way, streets, alleys or ways, as well as Seller's rights and interests established by that certain Agreement recorded in the Office of the Register of Deeds for Richland County in Book 322 at Page 30. TMS Numbers: 09013-04-04, 09013-04-05, 09013-04-10, 09013-04-19 and 09013-04-21.

TMS #s: R09013-04-04, R09013-04-05, R09013-04-10, R09013-04-19, R09013-04-21

EXHIBIT B (See Section 2.3)

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall be entitled to receive, and the County shall provide, an Infrastructure Credit against each annual Fee Payment 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 Infrastructure Credit shall not exceed investment in the Infrastructure.

The Company is eligible to receive the Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project in an annual amount equal to 50% of each such Fee Payment for a period of 30 consecutive tax years, beginning with the earlier of (i) the tax year corresponding to the calendar year during which the Company provides the County with a one-time written election to commence the term of the Infrastructure Credit (*e.g.*, the provision of such an election by the Company to the County in calendar year 2027 would result with the term of the Infrastructure Credit commencing for tax year 2028), or (ii) the third (3rd) tax year for which a Fee Payment is due with respect to all, or a portion of, the Project (the "Credit Term").

EXHIBIT C (See Section 2.3(c))

DESCRIPTION OF INFRASTRUCTURE CREDITS PENALTY

If the Company fails to achieve the Investment Commitment on or before the Certification Deadline, then the Company may, in the discretion of the County, be subject to all or some of the penalty provisions set forth below, in whole, or in part:

Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved (based on highest level of investment in the Project on or before the Certification Deadline) / Investment Commitment [may not exceed 100%]

In calculating the Investment Achievement Percentage, only the investment made up to the Investment Commitment will be counted.

For example, and by way of example only, if the County has provided \$[I] in Infrastructure Credits, and \$[D] is the Actual Investment Achieved, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$[D]/\$[Investment Commitment] = [F]%

Claw Back Percentage = 100% - [F]% = [H]%

Repayment Amount = \$[I] x [H]% = \$[J]

Notwithstanding the foregoing, the Company shall continue to be eligible for the Infrastructure Credits against each annual Fee Payment due from the Company for the then remaining tax years of the Credit Term; provided, however, that in the event that determination of the Investment Achievement Percentage results in a positive percentage figure, the initial Infrastructure Credits percentage set forth in Exhibit B of this Agreement (50%) shall be reduced for the remaining tax years of the Credit Term by a percentage equal to the Investment Achievement Percentage (e.g., for an Investment Achievement Percentage of 10%, a resulting prospective Infrastructure Credits percentage of 45%).

Richland County Council Request for Action

Subject:

An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2025 and ending June 30, 2026

Notes:

First Reading: May 6, 2025

Second Reading: June 5, 2025

Third Reading: June 17, 2025

Public Hearing: May 22, 2025

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

An Ordinance to raise revenue, make appropriations, and adopt Fiscal Year (FY) 2026 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, 2025 will provide sufficient revenues for the operations of Richland County Government from July 1, 2025 through June 30, 2026 (FY 2026)

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 2025-2026 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							
General Fund Operating	\$237,126,117	\$8,589,123	\$4,000,000	\$249,715,240	\$228,979,685	\$19,011,831	\$247,991,516
General Fund Capital	\$0	\$0	\$6,275,685	\$6,275,685	\$7,999,409	\$0	\$7,999,409
General Fund	\$237,126,117	\$8,589,123	\$10,275,685	\$255,990,925	\$236,979,094	\$19,011,831	\$255,990,925
Special Revenue							
Victim’s Assistance	\$160,000	\$1,207,901	\$0	\$1,367,901	\$1,367,901	\$0	\$1,367,901
Tourism Development	\$1,477,000	\$0	\$0	\$1,477,000	\$1,263,428	\$213,572	\$1,477,000
Temporary Alcohol Permits	\$100,000	\$0	\$26,502	\$126,502	\$126,502	\$0	\$126,502
Emergency Telephone System	\$2,700,000	\$3,556,442	\$1,403,300	\$7,659,742	\$7,482,915	\$176,827	\$7,659,742
Fire Service	\$33,929,482	\$0	\$4,526,311	\$38,455,793	\$34,105,153	\$4,350,640	\$38,455,793
Stormwater Management	\$4,170,000	\$0	\$1,142,802	\$5,312,802	\$5,099,252	\$213,550	\$5,312,802
Conservation Commission Fund	\$1,102,000	\$143,988	\$1,936,592	\$3,182,580	\$3,135,909	\$46,671	\$3,182,580
Neighborhood Redevelopment Fund	\$1,102,000	\$0	\$0	\$1,102,000	\$1,060,496	\$41,504	\$1,102,000
Hospitality Tax	\$11,538,041	\$0	\$2,887,996	\$14,426,037	\$9,435,187	\$4,990,850	\$14,426,037
Accommodation Tax	\$690,000	\$0	\$141,258	\$831,258	\$682,400	\$148,858	\$831,258
Title IVD - Sheriff’s Fund	\$30,000	\$36,499	\$0	\$66,499	\$66,499	\$0	\$66,499
Title IV - Family Court	\$1,317,212	\$134,474	\$0	\$1,451,686	\$1,451,686	\$0	\$1,451,686
Road Maintenance Fee	\$6,635,621	\$0	\$5,263,310	\$11,898,931	\$11,341,604	\$557,327	\$11,898,931
Public Defender	\$2,309,184	\$4,817,495	\$0	\$7,126,679	\$7,126,679	\$0	\$7,126,679
Transportation Tax	\$105,917,863	\$0	\$160,000,000	\$265,917,863	\$3,126,202	\$262,791,661	\$265,917,863
Mass Transit	\$0	\$28,388,195	\$0	\$28,388,195	\$28,388,195	\$0	\$28,388,195
School Resource Officers	\$6,860,847	\$1,473,830	\$0	\$8,334,677	\$7,716,917	\$617,760	\$8,334,677
Economic Development	\$6,050,357	\$1,102,000	\$0	\$7,152,357	\$5,406,952	\$1,745,405	\$7,152,357
Affordable Housing	\$0	\$4,305,429	\$0	\$4,305,429	\$4,305,429	\$0	\$4,305,429
Child Fatality Review	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0	\$35,000
Special Revenue Total	\$186,124,607	\$45,166,253	\$177,328,071	\$408,618,931	\$132,724,306	\$275,894,625	\$408,618,931
Debt Service							
General Debt Service (Current and Upcoming)	\$23,322,452	\$0	\$0	\$23,322,452	\$23,322,452	\$0	\$23,322,452
Fire Bonds 2018B 1,500,000	\$547,950	\$0	\$0	\$547,950	\$547,950	\$0	\$547,950
RFC-IP Revenue Bond 2019	\$0	\$1,601,381	\$0	\$1,601,381	\$1,601,381	\$0	\$1,601,381
Hospitality Refund 2013A B/S	\$0	\$1,490,850	\$0	\$1,490,850	\$1,490,850	\$0	\$1,490,850
East Richland Public Svc Dist.	\$809,320	\$0	\$0	\$809,320	\$809,320	\$0	\$809,320
Recreation Commission Debt Svc	\$3,067,430	\$0	\$0	\$3,067,430	\$3,067,430	\$0	\$3,067,430
Riverbanks Zoo Debt Service	\$5,506,989	\$0	\$0	\$5,506,989	\$5,506,989	\$0	\$5,506,989
School District 1 Debt Service (Current & Upcoming)	\$62,662,900	\$0	\$0	\$62,662,900	\$62,662,900	\$0	\$62,662,900
School District 2 Debt Service	\$67,172,352	\$0	\$0	\$67,172,352	\$67,172,352	\$0	\$67,172,352
Transportation Debt Service	\$0	\$14,435,500	\$0	\$14,435,500	\$14,435,500	\$0	\$14,435,500
Debt Service Total	\$163,089,393	\$17,527,731	\$0	\$180,617,124	\$180,617,124	\$0	\$180,617,124
Enterprise Funds							
Solid Waste Enterprise Fund	\$49,157,978	\$0	\$2,000,000	\$51,157,978	\$49,572,196	\$1,585,782	\$51,157,978
Richland County Utilities	\$15,906,209	\$0	\$0	\$15,906,209	\$14,326,578	\$1,579,631	\$15,906,209
Hamilton-Owens Airport Operating	\$315,000	\$0	\$470,971	\$785,971	\$735,148	\$50,823	\$785,971
Enterprise Funds Total	\$65,379,187	\$0	\$2,470,971	\$67,850,158	\$64,633,922	\$3,216,236	\$67,850,158
Millage Agencies							
Richland County Recreation Commission	\$18,412,400	\$0	\$0	\$18,412,400	\$18,412,400	\$0	\$18,412,400
Columbia Area Mental Health	\$2,941,200	\$0	\$0	\$2,941,200	\$2,941,200	\$0	\$2,941,200
Public Library	\$36,051,920	\$0	\$0	\$36,051,920	\$36,051,920	\$0	\$36,051,920
Riverbanks Zoo	\$1,522,400	\$0	\$0	\$1,522,400	\$1,522,400	\$0	\$1,522,400
Midlands Technical College	\$8,892,100	\$0	\$0	\$8,892,100	\$8,892,100	\$0	\$8,892,100
Midlands Tech Capital/Debt Service	\$4,508,000	\$0	\$0	\$4,508,000	\$4,508,000	\$0	\$4,508,000
School District One	\$272,320,034	\$0	\$0	\$272,320,034	\$272,320,034	\$0	\$272,320,034
School District Two	\$196,045,633	\$0	\$0	\$196,045,633	\$196,045,633	\$0	\$196,045,633
Millage Agencies Total	\$540,693,687	\$0	\$0	\$540,693,687	\$540,693,687	\$0	\$540,693,687
Grand Total	\$1,192,412,990	\$71,283,107	\$190,074,727	\$1,453,770,824	\$1,155,648,132	\$298,122,692	\$1,453,770,824

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, and SECTION 18, 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 2025. 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 17, 2025 meeting, Richland County Council approved an increase in the Solid Waste rates effective July 1, 2025 (FY2026). The new rates for curbside, as approved, are as follows:

Solid Waste Rates FY2026:

- Residential Curbside \$399.46
- Backyard Pickup \$719.03

- Disability Backyard Service - \$399.46
- Commercial Curbside Service - \$798.92
- Rollcart Initial Setup Fee - \$75.00
- C&D Disposal @ Richland County Landfill-\$28.88 per ton (Waste must originate in RC)
- Yard/Land Clearing Debris/Dirt-\$28.88 per ton
- Brown Goods/Bulk Items-\$28.88 per ton
- Metal and Appliances-\$28.88 per ton
- Mattress/Box Spring – No Charge for Richland County Residents (Limit 2 per day. Mattress + box spring are 1)
- Mattress/Box Spring Commercial - \$368.56 per ton
- Tires Commercial - \$1.50 each or \$150 per ton
- Residential Tire with proper identification – No Charge (Limit 4 per day)
- Residential Electronic Waste (Up to 5 electronic items per day) – No Charge
- Commercial Electronic Waste, Landfill Only - \$1.15 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 - \$1.15 per lb.

SECTION 17. During its June 17, 2025 meeting, Richland County Council approved an increase in the Utilities’ fees for water effective July 1, 2025 (FY 2026). New fees, as approved, are as follows:

1st 1,000 gallons	\$23.00
Minimum base charge standard meter	
Fire Hydrant Fee	\$8.00
Next 8,000 gallons	\$5.65/1000 gallons
Next 10,000 gallons	\$5.29/1000 gallons
Next 11,000 gallons	\$4.98/1000 gallons
Next 30,000 gallons	\$4.69/1000 gallons
Next 60,000 gallons	\$4.69/1000 gallons

SECTION 18. During its June 17, 2025 meeting, Richland County Council approved an increase in the Utilities’ fees for sewer effective July 1, 2025 (FY 2026). New fees, as approved, are as follows:

Sewer Rates:
FY2026: \$77.91

SECTION 19. Conflicting Ordinances Repealed. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 20. 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 21. Effective Date. This Ordinance shall become effective July 1, 2025.

Richland County Council

By:_____

First Reading: FY 2026 – May 6, 2025
Public Hearing: FY 2026 –May 22, 2025
Second Reading: FY 2026 – June 5, 2025
Third Reading: FY 2026 – June 17, 2025

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

Last updated - 06/10/2025 03:15 PM											
THIRD READING BUDGET MOTIONS LIST FY 2025-26											
Item	Sponsor	RBB Pg. #	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Administration Note	FY26 Second Reading Note	FY26 Second Reading Amt.	FY26 Second Reading Action	FY26 Third Reading Amt.
1: MILLAGE AGENCIES											
1	Administration	14	Millage Agency	Richland County Recreation Commission	Approve the agency's budget request for FY2026	Yes	Requesting Mill Cap Budget or More than No Mill Budget	Per Auditor includes a 1/2 Mill increase; No Mill Budget passed_Branham	\$ 19,108,400	Passed	\$ 18,412,400
2	Administration	14	Millage Agency	Columbia Area Mental Health	Approve the agency's budget request for FY2026	Yes	Requesting No Mill Budget		\$ 2,941,200	Passed	\$ 2,941,200
3	Administration	14	Millage Agency	Richland County Public Library	Approve the agency's budget request for FY2026	Yes	Requesting Mill Cap Budget or More than No Mill Budget	Requesting \$605,120 > No Mill Budget; Per Auditor 3/10th Mill increase	\$ 36,051,920	Passed	\$ 36,051,920
4	Administration	14	Millage Agency	Riverbanks Zoo and Gardens	Approve the agency's budget request for FY2026	Yes	Requesting No Mill Budget	Passed with Motion 19	\$ 1,522,400	Passed	\$ 1,522,400
5	Administration	14	Millage Agency	Midlands Technical College (Operating)	Approve the agency's budget request for FY2026	Yes	Requesting Mill Cap Budget or More than No Mill Budget	No Mill Budget passed_	\$ 8,892,100	Passed	\$ 8,892,100
6	Administration	14	Millage Agency	Midlands Technical College (Capital)	Approve the agency's budget request for FY2026	Yes	Requesting No Mill Budget	No Mill Budget passed_	\$ 4,508,000	Passed	\$ 4,508,000
7	Administration	14	Millage Agency	Richland County School District One	Approve the agency's budget request for FY2026	Yes	Requesting Mill Cap Budget or More than No Mill Budget	1 Mill incr. (per mill value \$773k) passed_Livingston	\$ 277,499,134	Passed	\$ 272,320,034
8	Administration	14	Millage Agency	Richland County School District Two	Approve the agency's budget request for FY2026	Yes	Requesting Mill Cap Budget or More than No Mill Budget	Requesting \$2,020,000 < Mill Cap; 1.5 mil incr. (per Mill value \$404k) passed_Livingston	\$ 200,287,633	Passed	\$ 196,045,633
2: GRANTS											
9	Administration	36	Special Revenue	Accommodations Tax (A-Tax)	Approve A-Tax revenue projections	No			\$ 690,000	Passed	\$ 690,000
10	Administration	36	Special Revenue	Accommodations Tax	Approve A-Tax use of fund balance	No	Fund Balance as of June 30, 2024 \$547,834		\$ 141,258	Passed	\$ 141,258
11	Administration	36	Special Revenue	Accommodations Tax	Approve A-Tax transfers out	No		Includes statutorily mandated transfers: 25k to GF, 5% to GF and Council Initiative of 15% to affordable housing - \$91,858	\$ 148,858	Passed	\$ 148,858
12	Administration	36-37	Special Revenue	Accommodations Tax	Approve A-Tax committee recommendations	No		FY 2025 \$750,000	\$ 682,400	Passed	\$ 682,400
13	Administration	38	Special Revenue	Hospitality Tax (H-Tax)	Approve H-Tax revenue projections	No			\$ 11,538,041	Passed	\$ 11,538,041
14	Administration	38	Special Revenue	Hospitality Tax	Approve H-Tax use of fund balance	No	Fund Balance as of June 30, 2024 \$18,209,393	May increase/decrease as motions are made for H-Tax Fund	\$ 2,666,596	Passed	\$ 2,887,996
15	Administration	38	Special Revenue	Hospitality Tax	Approve H-Tax transfers out	No		General Fund and Debt Service	\$ 4,990,850	Passed	\$ 4,990,850
16	Barron	40-42	Special Revenue	Hospitality Tax	Approve H-Tax committee recommendations	No		FY 2025 \$657,750	\$ 650,000	Passed	\$ 650,000
17	Administration	n/a	Special Revenue	Hospitality Tax	Approve carryover of council discretionary funds for H-Tax - \$181,360.00 as June 03, 2025	Yes	Prior year allocation of discretionary funds	Allocation of \$82,425 for each council district (11)		Passed	
18	Administration	39	Special Revenue	Hospitality Tax	Approve carryover funding for capital project for parking lot construction	No	Township Auditorium Parking Lot	Amount of \$1,800,000 funded through assigned capital fund balance, additional \$1,000,000 to complete the project was requested from H-Tax Fund in FY 2025	\$ 1,000,000	Passed	\$ 1,000,000
19	Mackey/Newton	39	Special Revenue	Hospitality Tax	Approve funding for Riverbanks Zoo at the recommended amount	Yes	Use of fund balance from H-Tax	FY 2025 Award \$1,501,712	\$ 1,501,712	Passed	\$ 1,501,712
20	Barron/Mackey	39	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for the Columbia Museum of Art at the requested amount	Yes		FY 2025 Award \$1,438,200	\$ 1,475,000	Passed	\$ 1,475,000
21	Administration	39	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for the Historic Columbia Foundation at the requested amount	Yes		FY 2025 Award \$666, 667	\$ 675,000	Passed	\$ 675,000
22	Administration	39	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for EdVenture at the requested amount	Yes		FY 2025 Award - \$1,430,000	\$ 1,450,000	Passed	\$ 1,450,000
23	Barron/English/Livingston	39	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for the Township Auditorium Foundation at the requested amount	Yes		FY 2025 Award \$408,750	\$ 415,000	Passed	\$ 415,000
24	Barron/English/Livingston	39	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for Township Auditorium - RC Operations - ground maintenance at the requested amount	Yes		FY 2025 Award \$30,400	\$ 155,400	Passed	\$ 155,400
25	Branham/ Livingston	39	Special Revenue	Hospitality Tax (Special Promotions)	Approve funding for the Capital City Lake Murray Country Tourism Board at the FY2025 amount	Yes	Request was \$15,000	FY 2025 Award \$160,000	\$ 160,000	Passed	\$ 160,000
26	Barron	39	Special Revenue	Hospitality Tax (Special Promotions)	Approve funding for Columbia Metropolitan Convention & Visitors Bureau at the requested amount	Yes		FY 2025 Award \$471,250	\$ 500,000	Passed	\$ 500,000
27	Administration	39	Special Revenue	Hospitality Tax (Special Promotions)	Approve funding for Columbia International Festival at the requested amount	Yes		FY 2025 Award \$275,000	\$ 350,000	Passed	\$ 350,000
28	Administration	39	Special Revenue	Hospitality Tax (Tier 3)	Approve Funding for the South East Rural Community Outreach (SERCO) at the requested amount	Yes		FY 2025 Award \$90,000; Motion passed. Decreases H-Tax fund by \$30,000	\$ 120,000	Passed	\$ 90,000
29	Administration	39	Special Revenue	Hospitality Tax (Tier 3)	Approve carryover of any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY 2026 budget	Yes		FY 2022 Award - \$250,000; carryforward in FY 2023, 2024, and 2025	\$ 250,000	Passed	\$ 250,000
30	Administration	39	Special Revenue	Hospitality Tax (Tier 3)	Approve carryover of any unexpended funds from the Historical Corridor to FY 2026 budget	Yes		FY 2023 Award \$372,715; Carryforward reduced to \$228,105 in FY 2024 and FY 2025	\$ 228,105	Passed	\$ 228,105

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

Last updated - 06/10/2025 03:15 PM											
THIRD READING BUDGET MOTIONS LIST FY 2025-26											
Item	Sponsor	RBB Pg. #	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Administration Note	FY26 Second Reading Note	FY26 Second Reading Amt.	FY26 Second Reading Action	FY26 Third Reading Amt.
31	Barron	39	Special Revenue	Hospitality Tax	Approve H-Tax council discretionary funds	Yes	Allocation of \$82,425 for each council district (11)	FY 2025 \$906,675	\$ 906,675	Passed	\$ 906,675
32	English	41	Special Revenue	Hospitality Tax	Approve \$65,000 in funding to the Lower Richland Sweet Potato Festival for FY 2026	Yes	H-Tax Committee awarded \$21,850; funding at \$65,000 would increase the use of H-Tax fund balance by \$43,150	Motion passed; Increases H-Tax Fund by \$43,000 (#14)	\$ 43,150	Passed	\$ 43,150
33	English	41	Special Revenue	Hospitality Tax	Approve \$20,000 in funding to the SC Gospel Quartet Awards in FY 2026	Yes	H-Tax Committee awarded \$7,000; funding at \$20,000 would increase the use of H-Tax fund balance by \$13,000		\$ 13,000	Failed	\$ 13,000
34	English	41	Special Revenue	Hospitality Tax	Approve \$75,000 in funding to the Latino Communications Community Development Corporation in FY 2026	Yes	H-Tax Committee awarded \$20,000; funding at \$75,000 would increase the use of fund balance by \$55,000	Motion passed; Increases H-Tax Fund by \$55,000 (#14)	\$ 55,000	Passed	\$ 55,000
35	English	42	Special Revenue	Hospitality Tax	Approve \$35,000 in funding to the Town of Eastover in FY 2026	Yes	H-Tax Committee awarded \$12,667; funding at \$35,000 would increase the use of fund balance by \$22,333		\$ 22,333	Failed	\$ 22,333
36	Terracio	42	Special Revenue	Hospitality Tax	Approve \$100,000 in funding to the Trustus Theater in FY 2026	Yes	H-Tax Committee awarded \$14,250 funding at \$100,000 would increase the use of H-Tax fund balance by \$85,750		\$ 85,750	Failed	\$ 85,750
37	Terracio	40-41	Special Revenue	Hospitality Tax	Approve funding SC Ballet and Columbia Classical Ballet at the same amount	Yes	Columbia Classic Ballet was awarded \$18,750; the SC Ballet was awarded \$10,500; funding both at the same amount would increase the use of H-Tax fund balance by \$8,250	Motion passed; Increases H-Tax Fund by \$8,250 (#14)	\$ 8,250	Passed	\$ 8,250
38	Administration	38-42	Special Revenue	Hospitality Tax	Approve carrying over up to \$300,000 of unexpended hospitality funds from each Councilmember District to FY 2025 budget	Yes			\$ -	Passed	\$ -
39	Barron	46-48	Special Revenue	Neighborhood Redevelopment	Approve Neighborhood Enrichment Grant Program (NEGP) recommendations	No		FY 2025 \$92,250	\$ 71,530	Passed	\$ 71,530
40	Administration	49-50	Special Revenue	Conservation Commission	Approve Conservation Commission Natural Resource Grant recommendations	No		FY 2025 \$250,000	\$ 300,000	Passed	\$ 300,000
41	Administration	51-61	Special Revenue (Grants)	Grant Funded Departments	Approve department requests for external grants in FY 2026, required matching of County funds, and grant-funded positions	No	Departments requesting approval of various grants: Potential total external incoming revenue of \$1,185,309,528 and associated matching of County funds: \$1,029,455 in General Funds and \$26,274,093 in Other Funds	Excludes previously approved American Rescue Plan ACT (ARPA) Funding - \$80,756,312.00	\$ 1,212,613,076	Passed	\$ 1,212,613,076
3: GENERAL FUND											
42	Administration	17-18	General Fund (Revenue)	County-wide Departments	Approve Projected Operating General Fund Revenue as presented in the FY 2026 Recommended Budget Book; including sufficient operating millage to achieve \$153,447,755 in property tax collections	No	Requesting Mill Cap Budget or More than No Mill Budget. Revenue Only; excludes Transfers In, Fund Balance and Sale of Assets. Includes Capital Millage. (Additional 5 mills)	FY 2025 - \$216,937,983; Capital Millage is at NMI - \$7,794,000	\$ 236,004,917	Passed	\$ 236,004,917
43	Administration	n/a	General Fund (Revenue)	Administration	Approve millage increase of .50 to fund Proviso 67.17	No	67.17. DJJ: Capital Expenditure Charge	A capital expenditure charge of \$125 per day per child not to exceed 25 days to DJJ to cover capital expenditures and investments in the facilities that house such juveniles	\$ 1,100,000	Passed	\$ 1,100,000
44	Administration	17-18	General Fund (Revenue)	County-wide Departments	Approve General Fund Transfers In from H-Tax and A-Tax Funds as presented in the FY 2026 Recommended Budget Book	No	Transfers In		\$ 8,589,123	Passed	\$ 8,589,123
45	Administration	17-18	General Fund (Revenue)	Administration	Approve allocation of indirect cost to special revenue and enterprise fund departments as presented in the 2026 Recommended Budget Book	No	Cost Allocation	FY 2025 \$4,761,209	\$ 5,032,122	Passed	\$ 5,032,122
46	Administration	17-18	General Fund (Revenue)	Administration	Approve general fund sale of capital assets	No		FY 2025 21,200	\$ 21,200	Passed	\$ 21,200
47	Administration	17-18	General Fund (Revenue)	County-wide Departments	Approve projected use of general fund assigned fund balance to support capital project expenditures as presented in the FY 2026 Recommended Budget Book	No	Fund Balance as of June 30, 2024 \$97,322,464 / Unassigned Fund Balance \$41,004,245	May increase/decrease as motions are made for General Fund; as proposed, this represents Assigned fund balance only	\$ 10,275,685	Passed	\$ 10,275,685

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

Last updated - 06/10/2025 03:15 PM											
THIRD READING BUDGET MOTIONS LIST FY 2025-26											
Item	Sponsor	RBB Pg. #	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Administration Note	FY26 Second Reading Note	FY26 Second Reading Amt.	FY26 Second Reading Action	FY26 Third Reading Amt.
48	Administration	16	General Fund (Expenditure)	County-wide Departments	Approve continued funding for step increase according to the compensation study implemented in FY 2024 as well as adherence by all County employees who are not elected and appointed officials to be placed in adherence to the grade and step plan as assigned	No		FY 2025 \$2,184,948	\$ 2,020,096	Passed	\$ 2,020,096
49	Administration	16,31	General Fund (Expenditure)	County-wide Departments	Approve all general fund new positions as presented in the budget work session starting January 1, 2026, with the exception of Business Service Center and Solicitor who are budgeted to start July 1st, 2025	No		FY 2025 \$276,091	\$ 334,733	Passed	\$ 334,733
50	Administration	16	General Fund (Expenditure)	County-wide Departments	Approve general fund personnel, operating and capital expenditures as presented in the FY 2026 Recommended Budget Book	No	Excludes Transfers Out	FY 2025 \$222,022,160	\$ 235,879,094	Passed	\$ 235,879,094
51	Administration	16	General Fund (Expenditure)	Transfer Out	Approve general fund operating transfers out as presented in the FY 2026 Recommended Budget Book	No	Capital Projects - IT computer lease agreement - \$ 485,000 Capital Projects - Vehicle Replacement Program agreement - \$ 5,610,644 Special Revenue - Victim Assistance - \$ 1,207,901 (offset) Special Revenue - School Resource Officer (SRO) - \$ 1,473,830 (offset) Special Revenue - Public Defender - \$ 4,817,495 (offset) Special Revenue - Conservation Commission - \$ 143,988 (previous council commitment) Special Revenue - Economic Development - \$ 1,102,000 (1/2 mil value council initiative) Special Revenue - Title IV – Sheriff - \$ 36,499 (offset) Special Revenue - Title IV - Family Court - \$ 134,474 (offset)	FY 2025 \$15,119,809	\$ 19,011,831	Passed	\$ 19,011,831
52	Administration	25	General Fund (Expenditure)	Lump Sum Agencies	Approve funding the Central Midlands Council of Governments membership for FY 2026	No		FY 2025 219,380	\$ 232,278	Passed	\$ 232,278
53	Administration	25	General Fund (Expenditure)	Lump Sum Agencies	Approve funding the Lexington/Richland Alcohol and Drug Abuse Council for FY 2026	No		FY 2025 1,350,000	\$ 1,350,000	Passed	\$ 1,350,000
54	Administration	25	General Fund (Expenditure)	Lump Sum Agencies	Approve Funding for Main Street District for FY 2026	No		FY 2025 50,000	\$ 50,000	Passed	\$ 50,000
55	Barron	43	General Fund (Expenditure)	Community Impact Grants	Approve Community Impact Grants (CIG) committee recommendations - Community Partners	No		FY 2025 \$1,151,546	\$ 952,560	Passed	\$ 952,560
56	Barron	43-45	General Fund (Expenditure)	Community Impact Grants	Approve Community Impact Grants (CIG) committee recommendations - Competitive Grants	No	A balance of \$75,040 remained unallocated	FY 2025 \$658,800	\$ 560,000	Passed	\$ 560,000
57	Terracio	43	General Fund	Community Impact Grants	Approve reducing Senior Resources Community Impact Grants (CIG) funding by \$30,000 to bring their awarded amount to \$440,546	Yes	Reducing award amount by \$30,000 would increase General Fund balance by \$30,000.	Paired with motion 55. Will override motion #43 above	\$ (30,000)	Failed	\$ (30,000)
58	Terracio	43	General Fund	Community Impact Grants	Approve increasing Community Impact Grants (CIG) funding for Transitions Homeless Center by \$30,000 to increase their awarded amount to \$180,000	Yes	Increasing award amount by \$30,000 would decrease General Fund balance by \$30,000	Paired with motion 54. Will override motion #43 above	\$ 30,000	Failed	\$ 30,000
59	Administration	43-45	General Fund (Expenditure)	Community Impact Grants	Approve Community Impact Grants (CIG) committee recommendations	No		Community Impact Grants Committee Initiative 10% to child welfare initiatives	\$ 176,400	Passed	\$ 176,400
60	Administration	17-18	General Fund (Revenue)	County-wide Departments	Adjust and approve projected use of general fund balance to support overall general fund expenditure as necessary	Yes			\$ -	Passed	\$ -
61	Administration	n/a	(Expenditure)	Non-Departmental	Approve assigning \$4,000,000 of unexpended FY25 funding for affordable housing in FY26	No		FY 2025 \$4,000,000 was assigned for affordable housing	\$ 4,000,000	Passed	\$ 4,000,000
62	Pugh	45	General Fund (Expenditure)	Lump Sum Agencies	Approve \$300,000 in funding for the Midlands Area Food Bank	Yes		WITHDRAWN_Pugh - If funded by the General Fund, this would require the levy of an additional \$300,000 in property tax as fund balance is not presently available within the County unassigned fund balance policy	\$ 300,000	Withdrawn	\$ -
63	Administration	45	General Fund (Expenditure)	Lump Sum Agencies	Clemson Cooperative Extension as presented in FY 2026 Recommended Budget Book Request for \$50,000	Yes		If funded by the General Fund, this would require the levy of an additional \$50,000 in property tax as fund balance is not presently available within the County unassigned fund balance policy	\$ -	Moved to 3rd Reading	\$ -
64	Administration	45	General Fund (Fund Balance Assignment)	Lump Sum Agencies	Senior Resource as presented in FY 2026 Recommended Budget Book. Community Impact Grants (CIG) requested amount was \$548,046 , amount not awarded is \$75,502. Senior Resources is requesting the difference in their requested and awarded amount.	Yes		If funded by the General Fund, this would require the levy of an additional \$75,502 in property tax as fund balance is not presently available within the County unassigned fund balance policy	\$ -	Moved to 3rd Reading	\$ -

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

Last updated - 06/10/2025 03:15 PM											
THIRD READING BUDGET MOTIONS LIST FY 2025-26											
Item	Sponsor	RBB Pg. #	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Administration Note	FY26 Second Reading Note	FY26 Second Reading Amt.	FY26 Second Reading Action	FY26 Third Reading Amt.
65	Branham	6	General Fund		Propose a General Fund budget that does not increase County millage rate, or a maximum of 1 mill		This would require reduced spending between \$8,300,000 and \$10,500,000 which will likely impact staffing and program support			Failed	\$ -
66	Barron	6	General Fund		Propose a General Fund budget that increases County millage rate by 2.5-3 mills		This would require reduced spending between \$4,400,000 and \$5,500,000 which will likely impact staffing and program support			Failed	\$ -
4: SPECIAL REVENUE FUNDS											
67	Administration	63-75	Special Revenue	Economic Development	Approve revenue and expenditure budget of Economic Development	No			\$ 7,152,357	Passed	\$ 7,152,357
68	Administration	63-75	Special Revenue	Emergency Telephone System	Approve revenue and expenditure budget of Emergency Telephone System	No			\$ 7,659,742	Passed	\$ 7,659,742
69	Administration	63-75	Special Revenue	Fire Services	Approve revenue and expenditure budget of Fire Services	No	Requesting Mill Cap Budget or More than No Mill Budget	Per Auditor this is a .08 mill increase	\$ 38,455,793	Passed	\$ 38,455,793
70	Administration	63-75	Special Revenue	Hospitality Tax	Approve revenue and expenditure budget of Hospitality Tax	No		May increase/decrease as motions are made for H-Tax	\$ 14,204,637	Passed	\$ 14,204,637
71	Administration	63-75	Special Revenue	Accommodations Tax	Approve revenue and expenditure budget of Accommodations Tax	No			\$ 831,258	Passed	\$ 831,258
72	Administration	63-75	Special Revenue	Transportation Tax	Approve revenue and expenditure budget of Transportation Tax	No			\$ 265,917,863	Passed	\$ 265,917,863
73	Administration	63-75	Special Revenue	Mass Transit	Approve revenue and expenditure budget of Mass Transit	No			\$ 28,388,195	Passed	\$ 28,388,195
74	Administration	63-75	Special Revenue	Neighborhood Redevelopment	Approve revenue and expenditure budget of Neighborhood Redevelopment	No	Requesting No Mill Budget		\$ 1,102,000	Passed	\$ 1,102,000
75	Administration	63-75	Special Revenue	Public Defender	Approve revenue and expenditure budget of Public Defender	No			\$ 7,126,679	Passed	\$ 7,126,679
76	Administration	63-75	Special Revenue	Title IVD - Sheriff's Fund	Approve revenue and expenditure budget of Title IVD - Sheriff's Fund	No			\$ 66,499	Passed	\$ 66,499
77	Administration	63-75	Special Revenue	Title IV - Family Court	Approve revenue and expenditure budget of Title IV - Family Court	No			\$ 1,451,686	Passed	\$ 1,451,686
78	Administration	63-75	Special Revenue	School Resource Officers	Approve revenue and expenditure budget of School Resource Officers	No			\$ 8,334,677	Passed	\$ 8,334,677
79	Administration	63-75	Special Revenue	Victim's Assistance	Approve revenue and expenditure budget of Victim's Assistance	No			\$ 1,367,901	Passed	\$ 1,367,901
80	Administration	63-75	Special Revenue	Tourism Development	Approve revenue and expenditure budget of Tourism Development	No			\$ 1,477,000	Passed	\$ 1,477,000
81	Administration	63-75	Special Revenue	Temporary Alcohol Permits	Approve revenue and expenditure budget of Temporary Alcohol Permits	No			\$ 126,502	Passed	\$ 126,502
82	Administration	45	Special Revenue	Temporary Alcohol Permits	Approve funding for River Alliance for FY 2026	Yes	Use of Fund Balance/ Fund Balance as of June 30,2024 \$545,084	FY 2025 \$70,000	\$ 70,000	Passed	\$ 70,000
83	Administration	63-75	Special Revenue	Stormwater Management	Approve revenue and expenditure budget of Stormwater Management	No	Requesting No Mill Budget		\$ 5,312,802	Passed	\$ 5,312,802
84	Administration	45	Special Revenue	Stormwater Management	Approve funding for Congaree Riverkeeper for FY 2026			FY 2025 \$20,000	\$ 20,000	Passed	\$ 20,000
85	Administration	63-75	Special Revenue	Conservation Commission	Approve revenue and expenditure budget of Conservation Commission	No	Requesting No Mill Budget		\$ 3,182,580	Passed	\$ 3,182,580
86	Administration	63-75	Special Revenue	Road Maintenance	Approve revenue and expenditure budget of Road Maintenance	No			\$ 11,898,931	Passed	\$ 11,898,931
87	Administration	63-75	Special Revenue	Child Fatality Review	Approve revenue and expenditure budget of Child Fatality Review	No			\$ 35,000	Passed	\$ 35,000
88	Administration	32	Other Funds - Expenditure (Special and Enterprise Revenue)	County-wide Departments	Approve Other Fund New Positions as presented in the FY 2026 Recommended Budget Book	No		FY 2025 \$339,439	\$ 621,592	Passed	\$ 621,592
5: DEBT SERVICE											
89	Administration	34	Debt Service	General Obligation Debt Service	Appropriate funding to fund debt service	No			\$ 14,353,981	Passed	\$ 14,353,981
90	Administration	34	Debt Service	Proposed General Obligation Debt Service	Appropriate funding to fund debt service	No			\$ 8,968,471	Passed	\$ 8,968,471
91	Administration	34	Debt Service	Fire Bonds Debt Service	Appropriate funding to fund debt service	No			\$ 547,950	Passed	\$ 547,950
92	Administration	34	Debt Service	Hospitality Refund 2013A B/S (Special Assessment)	Appropriate funding to fund debt service	No			\$ 1,490,850	Passed	\$ 1,490,850
93	Administration	34	Debt Service	RC IP Bonds 2019	Appropriate funding to fund debt service	No			\$ 1,601,381	Passed	\$ 1,601,381
94	Administration	34	Debt Service	Richland School District I.	Appropriate funding to fund debt service	No			\$ 17,530,778	Passed	\$ 17,530,778
95	Administration	34	Debt Service	Richland School District I. Debt Service	Appropriate funding to fund debt service	No			\$ 45,132,122	Passed	\$ 45,132,122
96	Administration	34	Debt Service	Richland School District II. Debt Service	Appropriate funding to fund debt service	No			\$ 67,172,352	Passed	\$ 67,172,352
97	Administration	34	Debt Service	Recreation Commission	Appropriate funding to fund debt service	No			\$ 3,067,430	Passed	\$ 3,067,430
98	Administration	34	Debt Service	Riverbanks Zoo & Garden	Appropriate funding to fund debt service	No			\$ 5,506,989	Passed	\$ 5,506,989
99	Administration	34	Debt Service	East Richland Public Service Dist. (Sewer)	Appropriate funding to fund debt service	No			\$ 809,320	Passed	\$ 809,320
100	Administration	34	Debt Service	Transportation Bonds	Appropriate funding to fund debt service	No			\$ 14,435,500	Passed	\$ 14,435,500

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

Last updated - 06/10/2025 03:15 PM											
THIRD READING BUDGET MOTIONS LIST FY 2025-26											
Item	Sponsor	RBB Pg. #	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Administration Note	FY26 Second Reading Note	FY26 Second Reading Amt.	FY26 Second Reading Action	FY26 Third Reading Amt.
6: CAPITAL IMPROVEMENT PLAN											
101	Administration	76-85	Capital Projects	County-wide Departments	Approve multi-year comprehensive capital improvement plan as presented in the FY 2026 Recommended Budget Book (FY 2026 - FY 2029)	No			\$ 242,371,782	Passed	\$ 242,371,782
7: ENTERPRISE											
102	Administration	8	Enterprise (Revenue)	Solid Waste Enterprise Fund	Approve 3.60% increase in the Landfill's rate schedule for the FY 2026	No		Approve 3.60% increase in the Curbside Collection's rate schedule for the FY 2026 as presented	\$ 3,448,377	Passed	\$ 3,448,377
103	Administration	8	Enterprise (Revenue)	Solid Waste Enterprise Fund	Approve Mill Cap budget for Landfill	No	Requesting Mill Cap Budget or More than No Mill Budget		\$ 8,391,200	Passed	\$ 8,391,200
104	Administration	8	Enterprise (Revenue)	Solid Waste Enterprise Fund	Approve Solid Waste Collection revenue projections	No			\$ 39,318,401	Passed	\$ 39,318,401
105	Administration	10-11	Enterprise (Expenditure)	Solid Waste Enterprise Fund	Approve funding for Solid Waste total budget	No			\$ 51,157,978	Passed	\$ 51,157,978
106	Administration	8	Enterprise (Expenditure)	Solid Waste Enterprise Fund	Approve funding for Solid Waste use of fund balance	No		Included in revenue projections	\$ 2,000,000	Passed	\$ 2,000,000
107	Administration	45	Enterprise (Expenditure)	Solid Waste Enterprise Fund	Approve funding for Keep Midlands Beautiful	Yes		FY 2025 Award \$42,900	\$ 45,500	Passed	\$ 45,500
108	Administration	8	Enterprise (Revenue)	Richland County Utilities	Approve Utilities Water revenue projections - includes 10% increase	No		Approve proposed 10% volumetric water rate increases and fee schedule presented by Utilities in the Council budget work session	\$ 287,829	Passed	\$ 287,829
109	Administration	8	Enterprise (Revenue)	Richland County Utilities	Approve Utilities Sewer revenue projections - includes 4% increase	No		Proposed 4% sewer rate increases and fee schedule - Rate Study continuation	\$ 14,722,102	Passed	\$ 14,722,102
110	Administration	8	Enterprise (Revenue)	Richland County Utilities	Approve Utilities TAP revenue projections	No			\$ 896,278	Passed	\$ 896,278
111	Administration	10-11	Enterprise (Expenditure)	Richland County Utilities	Approve funding for Richland County Utilities total budget	No			\$ 15,906,209	Passed	\$ 15,906,209
112	Administration	8	Enterprise (Revenue)	Hamilton-Owens Airport Operating	Approve Jim Hamilton Owens Airport revenue projections	No		FY 2025 \$474,078	\$ 310,000	Passed	\$ 310,000
113	Administration	8	Enterprise (Revenue)	Hamilton-Owens Airport Operating	Approve Jim Hamilton Owens Airport use of fund balance	No		FY 2025 \$191,361	\$ 470,971	Moved to 3rd Reading	\$ 470,971
114	Administration	10-11	Enterprise (Expenditure)	Hamilton-Owens Airport Operating	Approve Jim Hamilton-Owens Airport total budget	No		Includes interest earned projection	\$ 785,971	Moved to 3rd Reading	\$ 785,971

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

Richland County Council Request for Action

Subject:

An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina; County
TMS #R06400-01-01

Notes:

First Reading: June 3, 2025

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING A DEED TO NE/S LYKES LANE,
COLUMBIA, SOUTH CAROLINA; COUNTY TMS # R06400-01-01.

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

SECTION I. For and in consideration of the sum of two hundred twelve thousand and no/100 Dollars (\$212,000.00), the County of Richland and its employees and agents are hereby authorized to grant a deed for the former Lost Creek Waste Water Treatment Plant property at NE/S Lykes Lane, Columbia, South Carolina, which is also described as TMS# R06400-01-01, and as more specifically described in the attached Title to Real Estate, attached hereto and incorporated herein.

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

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

SECTION IV. Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

ATTEST THIS THE ____ DAY
OF _____, 2025

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust

Notes:

First Reading: June 3, 2025

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE TERMINATION OF A
CONSERVATION EASEMENT ON CERTAIN LAND CURRENTLY OWNED
BY THE BALL FAMILY REVOCABLE TRUST.

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

SECTION I. For and in consideration of the sum of \$14,954.00, the County of Richland and its employees and agents are hereby authorized to terminate the conservation easement between the County and the Ball Family Revocable Trust affecting a certain parcel of land, as specifically described in "Release of Easement," which is attached hereto and incorporated herein.

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

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

SECTION IV. Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

ATTEST THIS THE ____ DAY
OF _____, 2025

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**TERMINATION OF EASEMENT
AND
QUITCLAIM OF INTEREST**

WHEREAS, Richland County was granted a conservation easement over and across 1216 Old Hilton Road, Chapin, South Carolina 29036, said property consisting of 7.62 acres, more or less, and having that certain Richland County TMS# R01700-10-26 to Richland County, being dated November 30, 2010, and recorded in the Office of the Register of Deeds for Richland County in Book 1656 at Page 2302; and

WHEREAS, The Ball Family Revocable Trust is the current owner of the property subject to the conservation easement; and

WHEREAS, Richland County does desire to terminate and abandon the above referenced conservation easement; and

WHEREAS, upon recording, the above described property shall no longer be subject to the terms, covenants and conditions contained in the conservation easement, and;

NOW, THEREFORE, for and in consideration of the sum of fourteen thousand nine hundred and fifty four dollars and 00/100 (\$14,954.00) and other consideration, this day paid by the Ball Family Revocable Trust to Richland County, the receipt of which is hereby acknowledged, Richland County does hereby terminate and forever quit-claim to the Ball Family Revocable Trust all rights and interests which Richland County may have in the Conservation Easement.

To have and to hold unto the undersigned below, and its respective successors and assigns forever.

WITNESS the hand and seal of the undersigned on this ____ day of _____, 2025.

WITNESSES:

Richland County


Witness 1

By: _____

Jesica Mackey

Its:

Witness 2


Richland County Attorney's Office
Approved as to LEGAL form ONLY
NO OPINION RENDERED AS TO CONTENT

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

I, _____, a notary public for the State of South Carolina, do hereby certify that _____ as _____ of Richland County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of January, 2025.

Notary Public for South Carolina

My commission expires: _____

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the sale of 120 Clemson Road, Columbia, South Carolina;
County TMS #R25608-01-38

Notes:

First Reading: June 3, 2025

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING A CONTRACT FOR THE SALE OF 120
CLEMSON ROAD, COLUMBIA, SOUTH CAROLINA, COUNTY TMS #
R25608-01-38, TO CASON DEVELOPMENT GROUP, LLC.

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

SECTION I. Richland County is hereby authorized to enter into a contract of sale with Cason Development Group, LLC for the purchase of property located at 120 Clemson Road, Columbia, South Carolina, which is also described as TMS# R25608-01-38, and as more specifically described below.

All that certain piece, parcel, lot, or tract of land, with any improvements thereon, situate, lying, and being located on the southeastern side of Clemson Road, in the County of Richland, State of South Carolina, being shown and designated as PARCEL I, contained 1.22 ACRES, on a Boundary Survey prepared for Branch Banking and Trust Company of South Carolina by American Engineering Consultants, Inc., dated December 10, 2004 and recorded January 25, 2005, in the Office of the Register of Deeds for Richland County, SC, in Book 1017 Page 2506; and having the measurements and boundaries shown on said survey; reference being craved thereto as often as is necessary for a complete and accurate description.

SECTION II. Richland County is further authorized to sell said property, pursuant to the terms and conditions set forth in the Real Estate Contract, which is attached hereto as Exhibit A and made a part hereof.

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

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

SECTION V. Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____
Jessica Mackey, Chair

ATTEST THIS THE ____ DAY
OF _____, 2025

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

An Ordinance authorizing the termination of a conservation easement on certain lands currently owned by Brenda Quick and the Ball Family Revocable Trust

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE TERMINATION OF A
CONSERVATION EASEMENT ON CERTAIN LANDS CURRENTLY
OWNED BY BRENDA QUICK AND THE BALL FAMILY REVOCABLE
TRUST.

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

SECTION I. For and in consideration of the sum of \$20,326.00, the County of Richland and its employees and agents are hereby authorized to terminate the conservation easement between the County, Brenda Quick, and the Ball Family Revocable Trust affecting certain parcels of land, as specifically described in "Release of Easement," which is attached hereto and incorporated herein.

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

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


SECTION IV. Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

ATTEST THIS THE ____ DAY
OF _____, 2025

Anette Kirylo
Clerk of Council


Richland County Attorney's Office
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**TERMINATION OF EASEMENT
AND
QUITCLAIM OF INTEREST**

WHEREAS, Richland County was granted a conservation easement over and across 2400 Chapin Road, Chapin, South Carolina 29036, said property consisting of 14.00 acres, more or less, and having that certain Richland County TMS# R01700-10-04 to Richland County, being dated November 30, 2010, and recorded in the Office of the Register of Deeds for Richland County in Book 1656 at Page 2315; and

WHEREAS, The Ball Family Revocable Trust and Brenda Quick are the current owners of the properties subject to the conservation easement; and

WHEREAS, Richland County does desire to terminate and abandon the above referenced conservation easement; and

WHEREAS, upon recording, the above described properties shall no longer be subject to the terms, covenants and conditions contained in the conservation easement, and;

NOW, THEREFORE, for and in consideration of the sum of twenty thousand three hundred and twenty six dollars and 00/100 (\$20,326.00) and other consideration, this day paid by the Ball Family Revocable Trust to Richland County, the receipt of which is hereby acknowledged, Richland County does hereby terminate and forever quit-claim to the Ball Family Revocable Trust all rights and interests which Richland County may have in the Conservation Easement.

To have and to hold unto the undersigned below, and its respective successors and assigns forever.

WITNESS the hand and seal of the undersigned on this ____ day of _____, 2025.

WITNESSES:

Richland County

Witness 1

By: _____

Jesica Mackey

Its:

Witness 2


Richland County Attorney's Office
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

I, _____, a notary public for the State of South Carolina, do hereby certify that _____ as _____ of Richland County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of January, 2025.

Notary Public for South Carolina

My commission expires: _____

Richland County Council Request for Action

Subject:

Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed Seventy Million Dollars (\$70,000,000), to fund the costs of certain capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. _____ - 25HR

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED SEVENTY MILLION DOLLARS (\$70,000,000), TO FUND THE COSTS OF CERTAIN CAPITAL PROJECTS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: [JULY 15], 2025

TABLE OF CONTENTS

SECTION 1. Findings.....	1
SECTION 2. Authorization and Details of the Bonds.....	2
SECTION 3. Delegation of Certain Details of the Bonds to the County Administrator.....	2
SECTION 4. Registrar/Paying Agent.....	3
SECTION 5. Registration and Transfer.....	3
SECTION 6. Record Date.	3
SECTION 7. Lost, Stolen, Destroyed or Defaced Bonds.....	3
SECTION 8. Book-Entry System.....	4
SECTION 9. Execution of Bonds.....	5
SECTION 10. Form of Bonds.	5
SECTION 11. Security for Bonds.	5
SECTION 12. Exemption from State Taxation.....	5
SECTION 13. Sale of Bonds, Form of Notice of Sale.	5
SECTION 14. Deposit and Application of Bond Proceeds.....	5
SECTION 15. Preliminary and Final Official Statement.	5
SECTION 16. Defeasance.....	6
SECTION 17. Authority to Issue Bond Anticipation Notes.....	7
SECTION 18. Details of Bond Anticipation Notes.....	7
SECTION 19. Security for Bond Anticipation Notes.....	9
SECTION 20. Tax and Securities Laws Covenants.....	9
SECTION 21. Authorization for County Officials to Execute Documents; Ratification of Prior Acts.....	9
SECTION 22. Publication of Notice of Adoption of Ordinance.....	10
SECTION 23. Retention of Bond Counsel and Other Professionals.....	10
SECTION 24. Reimbursement from Bond Proceeds.....	10
SECTION 25. General Repealer.....	10
SECTION 26. No Personal Liability.....	10
 SCHEDULE I Capital Projects.....	 SI-1
EXHIBIT A Form of Bond	A-1
EXHIBIT B Form of BAN	B-1

ORDINANCE NO. _____ - 25HR

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED SEVENTY MILLION DOLLARS (\$70,000,000), TO FUND THE COSTS OF CERTAIN CAPITAL PROJECTS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council (“Council”) of Richland County, South Carolina (“County”), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, (“Constitution”) and Title 4, Chapter 15, and Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended (collectively, the foregoing is the “County Bond Act”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) The County Bond Act further provides that if general obligation debt is authorized by a majority vote of the qualified electors of a county voting in a referendum, then there are no conditions or restrictions with respect to the amount of general obligation debt incurred except those restrictions and limitations imposed in the authorization to incur such indebtedness;

(c) County Council has determined that it is in the best interest of the County to undertake the capital projects as more particularly described on Schedule I, or to undertake such other projects as are approved by Council in the County’s capital improvement program (collectively, “Capital Projects”);

(d) The assessed valuation of all property in the County as of May 31, 2025 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than \$2,206,229,690. Eight percent (8%) of this assessed value is \$176,498,375 (“County’s Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$106,240,000 of general obligation indebtedness which counts against the County’s Bonded Debt Limit (“Outstanding Eight Percent Debt”). As of the date of this Ordinance, the difference between the County’s Bonded Debt Limit and its Outstanding Eight Percent Debt is \$70,258,375, which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum; and

(e) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant

to the provisions of the Constitution and laws of the State of South Carolina, in an amount not to exceed Seventy Million Dollars (\$70,000,000) for the purposes of: (i) funding the costs of the Capital Projects and (ii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. Authorization and Details of the Bonds. Pursuant to the Act, the County is authorized to issue not exceeding Seventy Million Dollars (\$70,000,000) in general obligation bonds of the County to be designated as “General Obligation Bonds” (the “Bonds”), for the purposes set forth in Section 1(e) above. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator or his lawful designee (collectively, “County Administrator”); may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

SECTION 3. Delegation of Certain Details of the Bonds to the County Administrator. The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds and the form and details of the Bonds. The County Administrator is directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

SECTION 4. Registrar/Paying Agent. Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. Registration and Transfer. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and

for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. Record Date. The County establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. Lost, Stolen, Destroyed or Defaced Bonds. In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

SECTION 8. Book-Entry System.

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company ("DTC"). DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to

be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council ("Chair") and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A, with such variations as may be determined by the County Administrator under Section 3.

SECTION 11. Security for Bonds. The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. Exemption from State Taxation. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South

Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. Sale of Bonds, Form of Notice of Sale. The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

SECTION 14. Deposit and Application of Bond Proceeds. The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

SECTION 15. Preliminary and Final Official Statement. If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission ("Rule 15c2-12"), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to "deem final" the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

SECTION 16. Defeasance.

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent ("Escrow Agent"), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 17. Authority to Issue Bond Anticipation Notes. If the County Administrator or Chair, after consultation with the County's financial advisor or bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended (the "BAN Act") rather than Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance

of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

SECTION 18. Details of Bond Anticipation Notes. Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of

the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 19. Security for Bond Anticipation Notes. For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 20. Tax and Securities Laws Covenants.

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be "arbitrage bonds," as defined in the Internal Revenue Code of 1986, as amended ("Code"), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12 and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

SECTION 21. Authorization for County Officials to Execute Documents; Ratification of Prior Acts. The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”), each acting within their respective official capacity, to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the costs of Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

SECTION 22. Publication of Notice of Adoption of Ordinance. Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 23. Retention of Bond Counsel and Other Professionals. The Council authorizes the County Attorney to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and authorizes the County Administrator to retain the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

SECTION 24. Reserved.

SECTION 25. General Repealer. All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

SECTION 26. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under

the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

[Signature Page Follows]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

[SEAL]

ATTEST:

Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: June 17, 2025

Second Reading: [], 2025

Public Hearing: [], 2025

Third Reading: [Ord Date], 2025

SCHEDULE I

CAPITAL PROJECTS

Constructing additions to, expanding, rehabilitating, improving and equipping the Alvin S. Glenn Detention Center.

Acquiring, constructing, expanding, renovating, improving and equipping an Emergency Operations Center.

EXHIBIT A
FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA

RICHLAND COUNTY
GENERAL OBLIGATION BONDS
[TAXABLE] SERIES 2025

No. R-[]

Interest Rate	Maturity Date	Issue Date	Original CUSIP
[]%	[]	[Closing Date], 2025	[]

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on _____ 1 and _____ 1 of each year commencing _____ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and

private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$ _____,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 and Title 11, Chapter 27 Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [July 15], 2025 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

For the payment of the principal of and interest on this bond as it matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this bond as it matures and to create such sinking fund as may be necessary therefor.

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.]

[The Bonds maturing on or prior to _____ 1, _____, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____ 1, _____, shall be subject to redemption at the option of the County on or after _____ 1, _____, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each

Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed
(both dates inclusive)

Redemption Price

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name the bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this bond to be signed with the manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

[SEAL]

Chair, County Council

ATTEST:

Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2025

This bond is one of the Bonds described in the within-defined Ordinance of Richland County, South Carolina.

as Registrar/Paying Agent

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants in entireties
JT TEN - as joint tenants with right of survivorship
and not as tenants in common

UNIF GIFT MIN ACT - _____
(Cust)

Custodian _____
(Minor)

under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used, though not in the above list.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Social Security No. or other Identifying Number of Assignee _____) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint _____ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agents Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B
FORM OF BAN

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BOND ANTICIPATION NOTE
[TAXABLE] SERIES 2025

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County”) hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

at the principal office of _____, in the City [], State of [], on the _____ day of _____, _____, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of __%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

Both the principal of and interest on this note are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ _____ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [] duly adopted by the County Council of the County on [July 15], 2025. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time,

form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the _____ day of _____, 2025.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

[SEAL]

ATTEST:

Clerk to County Council

ORDINANCE NO. _____ - 25HR

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED SEVENTY MILLION DOLLARS (\$70,000,000), TO FUND THE COSTS OF CERTAIN CAPITAL PROJECTS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council (“Council”) of Richland County, South Carolina (“County”), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, (“Constitution”) and Title 4, Chapter 15, and Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended (collectively, the foregoing is the “County Bond Act”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) The County Bond Act further provides that if general obligation debt is authorized by a majority vote of the qualified electors of a county voting in a referendum, then there are no conditions or restrictions with respect to the amount of general obligation debt incurred except those restrictions and limitations imposed in the authorization to incur such indebtedness;

(c) County Council has determined that it is in the best interest of the County to undertake the capital projects as more particularly described on Schedule I, or to undertake such other projects as are approved by Council in the County’s capital improvement program (collectively, “Capital Projects”);

(d) The assessed valuation of all property in the County as of ~~H~~May 31, 2025 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than ~~\$~~\$2,206,229,690. Eight percent (8%) of this assessed value is ~~\$~~\$176,498,375 (“County’s Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$106,240,000 of general obligation indebtedness which counts against the County’s Bonded Debt Limit (“Outstanding Eight Percent Debt”). As of the date of this Ordinance, the difference between the County’s Bonded Debt Limit and its Outstanding Eight Percent Debt is ~~\$~~\$70,258,375, which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum; and

(e) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in an amount not

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

[SEAL]

ATTEST:

Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: June ~~3~~17, 2025

Second Reading: [], 2025

Public Hearing: [], 2025

Third Reading: [Ord Date], 2025

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Momentum; 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 A COMPANY
IDENTIFIED FOR THE TIME BEING AS PROJECT
MOMENTUM; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, a company identified for the time being as Project Momentum (the “Company”), has committed to establish a mixed-use commercial development project, including office, medical and retail components, as well as supportive structured parking improvements in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Eighty-Seven Million and 00/100 Dollars (\$87,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is, or will be, 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 with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public

Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

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

Section 2. Expansion of the Park Boundaries; Inclusion of Property. The 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. The Chair of County Council ("Chair") is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement to include the Property in the Park. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, 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 in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: June 17, 2025

Second Reading:

Public Hearing:

Third Reading:

EXHIBIT A

FORM OF AGREEMENT

See attached.

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT MOMENTUM

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 a company identified for the time being as Project Momentum (as hereinafter defined “Company”, and together with the County, collectively, the “Parties,” and each, a “Party”).

W I T N E S S E T H :

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

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

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

WHEREAS, the Company has committed to establish a mixed-use commercial development project, including office, medical and retail components, as well as supportive structured parking improvements 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 Eighty-Seven Million and 00/100 Dollars (\$87,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [____], 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 [____], 2024] 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 the State of [_____], has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than Eighty-Seven Million and 00/100 Dollars (\$87,000,000), 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 "Public Infrastructure").

(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 documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company's investment in the Company Public Infrastructure, all in form and substance reasonably acceptable to the County. 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, provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment (the "Verification Date"). 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, 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 in Exhibit C.

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

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

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

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated November 7, 2023, which is attached hereto as Exhibit D, 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, 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, 2030;

(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 written 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 such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

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

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

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

with a copy to
(does not constitute notice): Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company: Project Momentum
Attn: [_____]
[_____]
[_____]
Phone: [_____]
Fax: [_____]

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

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

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding [_____] and No/100 Dollars (\$[_____]). 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, the Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT MOMENTUM

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes, but is not limited to, the following:

[To be inserted.]

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, 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 total cost of the Company Public Infrastructure, as well as the specific line item budget amounts, listed above are current estimates and the actual expenditures made by, or at the direction of, the Company with respect to the Company Public Infrastructure may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

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 15 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 15th 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 2.4)

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

See attached.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

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

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

Section 3. A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office
Attention: Existing Industry Manager
1201 Main Street, Suite 1110
Columbia, SC 29201

Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such company.

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

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

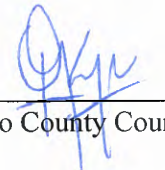
RICHLAND COUNTY, SOUTH CAROLINA



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

SOUTH CAROLINA

)

A RESOLUTION

RICHLAND COUNTY

)

)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT WEST; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

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

WHEREAS, Project West, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand a manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of not less than \$400,000,000 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: June 17, 2025

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

WHEREAS, Project West (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$400,000,000; and

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

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to

accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 17, 2025
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT WEST

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [JULY 15, 2025]

TABLE OF CONTENTS

	Page
Recitals.....	[]
ARTICLE I DEFINITIONS	
Section 1.1 Terms.	[]
ARTICLE II REPRESENTATIONS AND WARRANTIES	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor	[]
ARTICLE III THE PROJECT	
Section 3.1 The Project	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports	[]
ARTICLE IV FILOT PAYMENTS	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property	[]
Section 4.3 Removal of Components of the Project	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
[ARTICLE V ADDITIONAL INCENTIVES]	
[Section 5.1 Infrastructure Credits]	[]
[Section 5.2 Other Incentives].....	[]
ARTICLE VI CLAW BACK	
Section 6.1 Claw Back.....	[]

ARTICLE VII
DEFAULT

Section 7.1	Events of Default	□
Section 7.2	Remedies on Default	□
Section 7.3	Reimbursement of Legal Fees and Other Expenses	□
Section 7.4	Remedies Not Exclusive	□

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1	Right to Inspect	□
Section 8.2	Confidentiality	□
Section 8.3	Indemnification Covenants	□
Section 8.4	No Liability of County's Personnel	□
Section 8.5	Limitation of Liability	□
Section 8.6	Assignment	□
Section 8.7	No Double Payment; Future Changes in Legislation	□
Section 8.8	Administration Expenses	□

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1	Sponsor Affiliates	□
Section 9.2	Primary Responsibility	□

ARTICLE X
MISCELLANEOUS

Section 10.1	Notices	□
Section 10.2	Provision of Agreement for Sole Benefit of County and Sponsor	□
Section 10.3	Counterparts	□
Section 10.4	Governing Law	□
Section 10.5	Headings	□
Section 10.6	Amendments	□
Section 10.7	Agreement to Sign Other Documents	□
Section 10.8	Interpretation; Invalidity; Change in Laws	□
Section 10.9	Force Majeure	□
Section 10.10	Termination; Termination by Sponsor	□
Section 10.11	Entire Agreement	□
Section 10.12	Waiver	□
Section 10.13	Business Day	□
Section 10.14	Agreement's Construction	□

Exhibit A – Description of Property
Exhibit B – Form of Joinder Agreement
Exhibit C – Accountability Resolution
Exhibit D – Description of Infrastructure Credit
Exhibit E – Description of Claw Back

SUMMARY OF CONTENTS OF FEE AGREEMENT

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	PROJECT WEST	
Project Location		Exhibit A
Tax Map No.		Exhibit A
FILOT		
• Phase Exemption Period	40 years	
• Contract Minimum Investment Requirement	\$400,000,000	Section 1.1
• Investment Period	8 years	Section 1.1
• Assessment Ratio	4%	Section 4.1
• Millage Rate	0.4489	Section 4.1
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1
• Claw Back Information	Failure to reach Contract Minimum Investment Requirement during the Investment Period terminates the Fee Agreement.	Section 6.1
Infrastructure Credits		
• Brief Description	10% of FILOT Payment	
• Credit Term	4 years	
• Claw Back Information	Pro Rata	
Multicounty Park	I-77 Corridor Regional Industrial Park	Section 1.1
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of [July 15, 2025], between Richland County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Richland County Council ("**County Council**") as the governing body of the County, and PROJECT WEST, a limited liability company organized and existing under the laws of the State of Delaware ("**Sponsor**").

WITNESSETH:

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

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits ("**Infrastructure Credit**") against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, "**Infrastructure**");

(c) The Sponsor has committed to expand a manufacturing facility ("**Facility**") in the County, consisting of taxable investment in real and personal property of not less than \$400,000,000;

(d) By an ordinance enacted on [July 15, 2025], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

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

ARTICLE I DEFINITIONS

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

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

"**Act Minimum Investment Requirement**" means an investment of at least \$400,000,000 in the Project within five years of the Commencement Date.

"**Administration Expenses**" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the

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

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

“Commencement Date” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2027.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$400,000,000.

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

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

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

“Department” means the South Carolina Department of Revenue.

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

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

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

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

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

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

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

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

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is [December 31, 2073], the Final Termination Date is expected to be [January 15, 2075], which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending eight years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2034.

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

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

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

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

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

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 39th year following the first property tax year in which the Phase is placed in service.

“Project” means all Equipment, Improvements and Real Property, including water, sewage treatment and disposal facilities, air pollution control facilities, and all other machinery, apparatus, equipment, office facilities, and furnishings which are considered necessary, suitable, or useful by the Sponsor in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means PROJECT WEST and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

“State” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a "project" on [June 17, 2025] by adopting an Inducement Resolution, as defined in the Act on [June 17, 2025].

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2028, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of four percent 4%, multiplied by
- (iii) A fixed millage rate equal to 0.4489, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of **June 30, 2025**.

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

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

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

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

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

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from

the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

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

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

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

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

Section 4.5. *Condemnation.*

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

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

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

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

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the

calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

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

ARTICLE V ADDITIONAL INCENTIVES

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

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

ARTICLE VI CLAW BACK

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

ARTICLE VII DEFAULT

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

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

Section 8.3. *Indemnification Covenants.*

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

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

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

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

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the

circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

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

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

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

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

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

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section

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

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

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

☐

WITH A COPY TO (does not constitute notice):

☐

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

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

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

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

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

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor

such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. *Interpretation; Invalidity; Change in Laws.*

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

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

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

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

Section 10.10. *Termination; Termination by Sponsor.*

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

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

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

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

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other

party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

[PROJECT/SPONSOR NAME]

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B

FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity

By:_____

Its:_____

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

RICHLAND COUNTY, SOUTH CAROLINA

By:_____

Its:_____

EXHIBIT C (see Section 3.3)

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

[SEE ATTACHED]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

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

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

Section 3. A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office
Attention: Existing Industry Manager
1201 Main Street, Suite 1110
Columbia, SC 29201

Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such company.

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

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

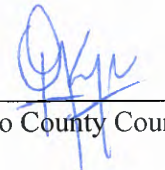
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The County shall provide a 10% Infrastructure Credit against the Fee Payments due and owing from the Sponsor to the County with respect to the Project.

The Company is eligible to receive the Infrastructure Credit against the Company's Fee Payments due with respect to the Project for a period of 4 consecutive years, beginning with the first such Fee Payment due with respect to the Project ("Credit Term").

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Sponsor fails to achieve the Investment Commitment on or before the end of the Investment Period, then the Sponsor may, in the discretion of the County, be subject to all or some of the penalty provisions set forth below, in whole, or in part:

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

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

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement}$$

For example, and by way of example only, if the County received \$100,000 in Infrastructure Credits, and \$350,000,000 had been invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Investment Achievement Percentage} = \$350,000,000 / \$400,000,000 = 87.5\%$$

$$\text{Claw Back Percentage} = 100\% - 87.5\% = 12.5\%$$

$$\text{Repayment Amount} = \$100,000,000 \times 12.5\% = \$12,500$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.



REQUEST OF ACTION

Subject: FY25 - District 1 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$2,400** for District 1.

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 1 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 39,425
Miss SC Scholarship Organization	\$ 2,400
Total Allocation	\$ 2,400
FY25 Approved Allocations YTD	\$ 50,000
Remaining FY2025 Balance	\$ 69,450

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 2 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,000** for District 2.

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 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 51,625
Edgewood Foundation	\$ 5,000
Camouflage Connection	\$ 10,000
Total Allocation	\$ 15,000
FY25 Approved Allocations YTD	\$ 65,500
Remaining FY2025 Balance	\$ 53,550

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 **\$25,000** 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
Black Expo 2025	\$ 5,000
Kingville Historical Foundation	\$ 10,000
Town of Eastover	\$ 5,000
South Carolina Ballet	\$ 5,000
Total Allocation	\$ 25,000
FY25 Approved Allocations YTD	\$ 48,000
Remaining FY2025 Balance	\$183,977

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.