

# **RICHLAND COUNTY**

## **SPECIAL CALLED MEETING AGENDA**



**Tuesday, AUGUST 31, 2021**

**6:00 PM**

**COUNCIL CHAMBERS**



# RICHLAND COUNTY COUNCIL 2021



Bill Malinowski  
District 1  
2018-2022



Derrek Pugh  
District 2  
2020-2024



Yvonne McBride  
District 3  
2020-2024



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker III  
District 6  
2018-2022



Gretchen Barron  
District 7  
2020-2024



Overture Walker  
District 8  
2020-2024



Jessica Mackey  
District 9  
2020-2024



Cheryl English  
District 10  
2020-2024



Chakisse Newton  
District 11  
2018-2022





Richland County Special Called Meeting

August 31, 2021 - 6:00 PM Council  
Chambers  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston
  - a. Roll Call
2. **INVOCATION** The Honorable Cheryl English
3. **PLEDGE OF ALLEGIANCE** The Honorable Cheryl English
4. **APPROVAL OF MINUTES** The Honorable Paul Livingston
  - a. Regular Session: July 20, 2021 [PAGES 9-21]
  - b. Zoning Public Hearing: July 27, 2021 [PAGES 22-24]
  - c. Special Called Meeting: July 27, 2021 [PAGES 25-31]
  - d. Special Called Meeting: August 16, 2021 [PAGES 32-33]
5. **ADOPTION OF AGENDA** The Honorable Paul Livingston
6. **PRESENTATION OF PROCLAMATION** The Honorable Cheryl English
  - a. A Proclamation Recognizing the Life and Work of Jim Staskowski
7. **REPORT OF ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** Elizabeth McLean,  
Acting County Attorney

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

b. Legal update: Alan Wilson v. City of Columbia [Pursuant to SC Code of Laws §30-4-70(a)(2)]

c. Crown Point Development, LLC and Miriville, LLC v. Richland County (road closure case) [Pursuant to SC Code of Laws §30-4-70(a)(2)] [ACTION]

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

**8. CITIZEN'S INPUT**

The Honorable Paul Livingston

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

**9. CITIZEN'S INPUT**

The Honorable Paul Livingston

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

**10. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

a. Introduction of Assistant County Administrator Aric Jensen

b. Recognitions

c. COVID-19 Update

d. Project Updates

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

Michelle Onley,  
Interim Clerk of Council

**12. REPORT OF THE CHAIR**

**13. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Paul Livingston

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

The Honorable Paul Livingston

**14. APPROVAL OF CONSENT ITEMS**

The Honorable Paul Livingston

- a. 21-019MA  
Robert F. Fuller  
RU to LI (1.16 Acres)  
1050 Gates Road  
TMS # R02509-04-01 [SECOND READING] [PAGES 34-35]
- b. 21-020MA  
Thomas Fowler  
GC to RM-HD (0.8 Acres)  
4725 Alpine Road  
TMS # R19712-10-33 [SECOND READING] [PAGES 36-37]
- c. 21-021MA  
Matthew Condon  
PDD to PDD (19.17 Acres)  
Farrow Road  
TMS # R17404-01-01, R17408-01-01, 02 & 03  
[SECOND READING] [PAGES 38-39]
- d. Adoption of the Jim Hamilton - LB Owens Airport Runway  
Extension Justification Study [PAGES 40-74]

**15. THIRD READING ITEMS**

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of a fee-in-lieu of ad  
valorem taxes and incentive agreement by and between  
Richland County, South Carolina and [Project Mo] to provide  
for payment of a fee-in-lieu of taxes; authorizing certain  
infrastructure credits; and other related matters [PAGES  
75-108]

**16. SECOND READING ITEMS**

The Honorable Paul Livingston

- a. 21-010MA  
Kevin Steelman  
PDD to PDD  
8930 Rabbit Run  
TMS # R21800-01-06 [PAGES 109-110]
- b. Approving the lease and sale of certain real property located in  
and owned by Richland County; authorizing the execution and  
delivery of a lease agreement with Magnus Development  
Partners, LLC and other matters related [PAGES 111-134]

**17. OTHER ITEMS**

The Honorable Paul Livingston

- a. FY22 - District 3 Hospitality Tax Allocations [PAGES135-136]
- b. FY22 - District 5 Hospitality Tax Allocations [PAGES 137-138]
- c. FY21 - District 7 Hospitality Tax Allocations [PAGES 139-140]
- d. FY22 - District 7 Hospitality Tax Allocations [PAGES 141-142]

**18. EXECUTIVE SESSION**

Elizabeth McLean,  
Acting County Attorney

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

**19. MOTION PERIOD**

The Honorable Allison Terracio

- a. Resolution Recognizing October 4, 2021 as World Habitat Day in Richland County

**20. ADJOURNMENT**



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



Richland County Council  
Regular Session  
July 20, 2021 – 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Angela Weathersby, Kyle Holsclaw, Michelle Onley, Tamar Black, Ashiya Myers, Dale Welch, Dante Roberts, John Ansell, Michael Maloney, Randy Pruitt, Ronaldo Myers, Sandra Haynes, Stacey Hamm, Syndi Castelluccio, Beverly Harris, Judy Carter, Brittney H. Terry, Lori Thomas, John Thompson, Michael Byrd, James Hayes, Bill Davis, Katie Marr, Jani Hussain, Jeff Ruble, Chris Eversmann, Geo Price, Allison Steele, Leonardo Brown, Jennifer Wladischkin and Elizabeth McLean

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Derrek Pugh.
3. **PLEDGE OF ALLEGIANCE** – The pledge of Allegiance was led by the Honorable Derrek Pugh.
4. **PRESENTATION OF PROCLAMATION**
  - a. **Resolution Recognizing Columbia-Richland Fire Department on being designated as a "Fire Safe SC Community" for Two Consecutive Years** - Ms. Onley read the proclamation into the record.

**APPROVAL OF MINUTES**

5.
  - a. **Special Called Meeting: July 6, 2021** – Ms. McBride moved, seconded by Mr. O. Walker to approve the minutes as distributed.

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

The vote in favor was unanimous

5.
  - b. **Special Called Meeting: July 13, 2021** – Mr. O. Walker moved, seconded by Ms. McBride, to approve the minutes as distributed.

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

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Mr. Livingston stated he received a request to move Citizens' Input prior to Executive Session.

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Mr. Malinowski stated, for clarification, the request is to combine both Citizens' Input, and take up all of the Executive Session items at the same time.

Mr. Malinowski moved, seconded by Mr. O. Walker, to adopt the agenda as amended.

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

The vote in favor was unanimous

7. **CITIZEN'S INPUT**

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

8. **CITIZEN'S INPUT**

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

**REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** - Ms. McLean stated

9. there were six items for Executive session items, 7 (a),7 (b),7 (c),7(d), 12(a), 19(a). She noted that all items could be addressed during the second executive session.

- a. **Legal Advice regarding Convention Center Economic Development Project - Pursuant to SC Code of Laws i.30-4-70(a)(5)**
- b. **Mercury Fund (Supreme Court Decision regarding tax sale redemption): Update on item involving potential claims – Pursuant to SC Code of Laws §30-4-70(a)(2)**
- c. **Richland County v. Richland Program Development Team (2019-CP-40-2417) - Legal update pursuant to SC Code of Laws §30-4-70(a)(2)**
- d. **Richland County's Road Maintenance Fee in light of Burns v. Greenville County - Legal advice pursuant to SC Code of Laws §30-4-70(a)(2)**

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Coronavirus Update** – Mr. Brown noted Richland County's incident rate is still in the moderate tier, with 58 confirmed cases. He stated the daily case count has risen, but we are still below the 5% positive. At this time, 46.1% of Richland County's eligible residents have been vaccinated, and 43.6% of eligible South Carolina residents have been vaccinated. The goal is 70% for herd immunity. The total number of funds approved for the Emergency Rental Assistance Program is \$8,137,000 of the \$12M allotment, with 1,412 residents receiving rental or utility assistance.

11. **REPORT OF THE DEPUTY CLERK OF COUNCIL** – Ms. Onley reminded Council members of the upcoming Institute of Government classes and Association of Counties Annual Conference, which is scheduled for July 30 – August 3.

12. **REPORT OF THE CHAIR**

- a. **Personnel Matter: Clerk's Office Personnel** – This item was taken up in Executive Session.

13. **APPROVAL OF CONSENT ITEMS**

- a. **21-015MA Robert C. Lee RU to GC (.97 Acres) 511 Ross Road TMS #R17107-03-03 [THIRD READING]** – Mr. Malinowski moved, seconded by Ms. Terracio, to approve this item.

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

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- a. **21-017MA Kevin Steelman RU to RS-E (44.64 Acres) Old Tamah Road TMS #R03400-02-03, 04 & 05** – Mr. Malinowski moved, seconded by Ms. Terracio to approve this item.

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

The vote in favor was unanimous

15. **FIRST READING ITEMS**

- a. **Road Maintenance Ordinance [BY TITLE ONLY]** – Mr. Malinowski moved, seconded by Ms. Newton, to defer this item until after Executive Session.

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

The vote in favor was unanimous.

16. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. **A Resolution Authorizing and Approving the assignment and assumption of certain property tax incentive agreements by and among Richland County, South Carolina and International Paper Company, and other matters related thereto** – Ms. McBride stated the committee recommended approval.

Mr. Malinowski inquired about the date on p. 29, and if the date should be 2024. He requested the date be updated.

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

The vote in favor was unanimous.

17. **REPORT OF RILES & APPOINTMENTS COMMITTEE**

a. **NOTIFICATION OF VACANCIES**

1. Accommodations Tax – Five (5) Vacancies (TWO applicants must have a background in the lodging industry, THREE applicants must have a background in the hospitality industry, and ONE applicant will fill an At-large seat)
2. Airport Commission – Two (2) Vacancies (One applicant must reside within the Rosewood, Shandon, or Hollywood-Rose-Hill-Wales Garden neighborhoods)
3. Building Codes Board of Appeals – Six (6) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the GAS Industry, ONE from the Building Industry, ONE from the Contracting Industry & TWO from Fire Industry as alternates)
4. Business Service Center – Four (4) Vacancies (TWO applicants must be from the Business Industry and TWO applicants must be a CPA)
5. Central Midlands Council of Governments – One (1) Vacancy
6. Community Relations Council – One (1) Vacancy
7. Employee Grievance Committee – Six (6) Vacancies (MUST be a Richland County employee; 2 seats are alternates)
8. Hospitality Tax – Three (3) Vacancies (ONE applicant must be from the Restaurant Industry)
9. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
10. LRADAC – One (1) Vacancy
11. Music Festival – Two (2) Vacancies
12. Planning Commission – Two (2) Vacancies
13. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
14. . Richland Memorial Hospital Board of Trustees – Two (2) Vacancies
15. River Alliance – One (1) Vacancy
16. Township Auditorium – Two (2) Vacancies
17. Transportation Penny Advisory Committee (TPAC) – Six (6) Vacancies

Mr. Malinowski noted the committee recommended advertising/re-advertising the vacancies notated in (a)(1-7). He noted there may be changes in the number of vacancies depending on the

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appointments approved at this evening's meeting.

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

The vote in favor was unanimous

b. **NOTIFICATION OF APPOINTMENTS**

1. **Airport Commission - Two (2) Vacancies (One applicant must reside within the Rosewood, Shandon, or Hollywood-Rose-Hill-Wales Garden neighborhoods)** – Mr. Malinowski stated that the committee recommended re-appointing Ms. Lindsey Ott and appointing Ms. Lynn Hutto.

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

The vote in favor was unanimous

2. **Business Service Center Appeals Board - Four (4) Vacancies (TWO applicants must be from the Business Industry and TWO applicants must be a CPA)** – Mr. Malinowski stated this item was held in committee pending additional information from the Business Service Center.
3. **Music Festival - Two (2) Vacancies** – Mr. Malinowski noted the two (2) applicants were unable to be interviewed; therefore, this item was held in committee.
4. **Planning Commission - Three (3) Vacancies** – Mr. Malinowski stated the item was taken up during the Notification of Vacancies.
5. **Richland Memorial Hospital Board of Trustees - Two (2) Vacancies** – Mr. Malinowski stated this item was held in committee to allow the Council liaison to contact the Hospital Board for additional information.
6. **River Alliance - One (1) Vacancy** – Mr. Malinowski stated this item was held in committee to allow the Council liaisons to review the applications.
7. **Employee Grievance - Six (6) Vacancies (MUST be a Richland County employee; 2 seats are alternates)** – Mr. Malinowski stated the committee recommended appointing Mr. Mark Cheslak as an alternate and appointing Ms. Katie Marr and Mr. Kyle Hughes to the committee.

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

The vote in favor was unanimous

18. **REPORT OF THE CORONAVIRUS AD HOC COMMITTEE**

- a. **Emergency Rental Assistance Program (1)** – This item was taken up with Item 18(b).
- b. **Emergency Rental Assistance Program (2)** – Ms. Barron noted the County has the opportunity to get additional funding for ERAP(2). The committee’s recommendation is approve staff to continue with ERAP(2) using the same protocols used for ERAP(1), but updating the guidance from the Treasury Department, and additional modifications discussed in committee.

Mr. Malinowski inquired if income eligible and eligible household were the same thing.

Mr. Brown responded in the affirmative.

Ms. McBride inquired if there would be an opportunity to expand the outreach program.

Mr. Brown responded in the affirmative.

Mr. Malinowski requested changing the language on p. 99 from “Any perons who knowingly makes a false claim or statement may be subject to civil or criminal penalties” to “will be subject to civil or criminal penalties.”

Mr. Brown responded the US Treasury would determine whether the individual would be subject to federal regulations and penalties.

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

The vote in favor was unanimous

- c. **American Rescue Plan Initial Proposal for the United States Treasury** – Ms. Barron stated the committee’s recommendation was to approve the Administrator’s premium pay of \$5,000 for individuals in direct contact with the public and \$2,500 for those who were in indirect contact with the public, and unable to work remotely.

Mr. Brown stated we call this a COVID-19 Hazard Pay stipend, which is a result of the American Rescue Plan, under the premium pay. He noted those in direct exposure includes, but is not limited to, individuals in the Coroner’s Office, EMS, Alvin S. Glenn Detention Center and the Sheriff’s Department. Indirect exposure would include judicial personnel, the Auditor’s Office, Treasurer’s Office, and IT staff. The approval today would allow Council to tailor the groups. Council would need to determine a start date for which people would be eligible. He suggested March 30, 2021 as a start date, based upon the availability of the vaccine.

Mr. Malinowski inquired where the amount came from, and requested to inform the public of the amounts we are talking about.

Mr. Brown responded, without going into details, it would be approximately \$6.5 – 7.2M. He will provide additional information to Council in the future.

Ms. McBride inquired if the funds from the American Rescue Plan could help with job recruitment for the Detention Center.

Mr. Brown responded he could not give a definitive answer, at this time, but he believes it is for work performed during the pandemic.

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

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. McBride, to reconsider Items 18(a) – (c).

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

The motion for reconsideration failed.

Mr. Livingston thanked Ms. Barron for her work on the COVID-19 Memorial.

Ms. Barron thanked everyone for their help in letting the citizens know they were thought about during the last 16 months.

Mr. Malinowski noted his wife appreciated the ceremony and shared her thanks.

Ms. English stated one of the speakers reached out to her and expressed his thanks.

19. **REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT COMMITTEE**

- a. **Update on County Attorney Search [EXECUTIVE SESSION]** – This item was taken up during Executive Session.

20. **OTHER ITEMS**

- a. **Department of Public Works - Compound Parking Lot Restoration**–Ms. Mackey moved, seconded by Ms. Newton, to defer this item until after Executive Session.

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

The vote in favor was unanimous

- b. **Municipal Solid Waste Management – Collections Contract** – Mr. Brown noted they are requesting Council to weigh in on Item (7) on p. 181 in the agenda packet.

Mr. Eversmann noted the limitations are already in affect now, in regards to 90% of the routine pickups in the curbside collection program. It was noted yard waste is different because there are limitations in the ordinance, but in the contract documents we do not make reference to those limitations. They are looking to bring the ordinance and future contracts into alignment. The biggest change would be the 4-item limit for bulk pickup.

Mr. Malinowski inquired if there would be a limit on the number of appointments per year.

Mr. Eversmann responded there was not currently one, and they are not proposing a limit.

Mr. Malinowski noted the briefing document gives conflicting information about whether yard waste has to be bagged or loose.

Mr. Eversmann responded he would research this, but they were proposing to offer two proposal alternatives. One would be that yard waste could be loose, and the other would be to bag/bundle. They believe the bagged/bundled requirement will improve the efficiently, and translate into a cost savings.

Ms. McBride stated some citizens may not know they need to call for bulk item pickup.

Mr. Eversmann responded there will need to be an aggressive outreach to the citizens.

Mr. Brown stated he believes Solid Waste is working on stickers that provides information on how to make appointments and about collections.

Ms. Newton inquired if the ordinance would be amended to reflect the changes to yard waste collection or any other changes to collection requirements.

Mr. Eversmann responded the ordinance would need to be changed, and staff has drafted an updated Chapter 12. Depending on how that progresses, the decisions on awarding contracts in the three service areas could run concurrently.

Ms. Barron inquired if the current vendors were aware of the modifications/changes in the RFP, and if their input was received. She is concerned the changes could eliminate some of the existing vendors.

Mr. Brown responded they would make sure those conversations with the vendors take place.

Ms. Terracio inquired if the roll carts needed for automated collections would be purchased by individual homeowners.

Mr. Eversmann responded currently the County pays for all roll carts. He stated, in the current contracts, if damaged or destruction is caused by abuse on part of the collection contractor, the contractor would bear the cost of replaced/repair. The roll carts are old and need to be replaced. Staff recognizes there may be an upfront cost associated with the automated trucks.

Ms. McBride stated she is concerned the new RFPs will push out minority-owned businesses.

Mr. Brown responded the new system would not push out local business. If they are doing well, we want to support local industry.

Ms. Newton moved, seconded by Mr. J. Walker, to approve staff's recommendation.

In Favor: Malinowski, Livingston, J. Walker, O. Walker, Mackey, and Newton

Opposed: Pugh, McBride, Terracio, Barron, and English

The vote was in favor.

c. **Transportation Projects Rescoping** – Ms. Steele stated in May 2020 a descoping plan was brought to Council. At that time, the program was set to be \$156M over referendum. The descoping plan was to do an equal evaluation of the projects, and bring a plan back to Council. Our focus was to look at safety, capacity and economic development. During this evaluation we looked at several projects and determined they could not be descoped. Council approved the descoping plan, but requested staff bring back and evaluate each project to see if they could, or warranted, being rescoped. Since that time, staff has brought back 3 projects, and received approval to bring them back to their original scopes: Garners Ferry/Harmon Intersection, Innovista Phase III, and Spears Creek Church Road. At this time, staff is recommending the following projects: Broad River Road Widening, Shop Road Widening and the Screaming Eagle/Percival Road Intersection be rescoped to their original referendum scope.

Ms. Newton noted on p. 195, it states, “The department does not have complete funding available for the entirety of each project.” She inquired if this means they do not have enough funding for every project left in the Penny, or we would not be able to fully fund the projects staff has recommended for rescoping.

Ms. Steele responded, in the current fiscal year, they do not have the funds to cover all of the projects. They anticipate once the full referendum amount is received they will have the funds to cover all of the Penny projects listed in the referendum.

Ms. Newton inquired if the anticipated savings from the “Malfunction Junction” project included in the numbers.

Ms. Steele responded they are not included. Until they receive clear guidance from Council, they are assuming the \$52M is still dedicated toward that project.

Ms. Newton noted she has a few concerns about the Lower Richland Boulevard Road Widening. There is a lot of development growth in the area. It is a major thoroughfare that is across from a school. She inquired how the level of service has been taken into account.

Ms. Steele responded, as a part of the construction of the new Murphy’s gas station, the lane usage at the intersection has changed. At this time, we have directed our OET to go out and perform an undated traffic study to see how the traffic functions now that the lanes have shifted. She noted there is adequate funding in reserve to bring this project back to its original scope. She will instruct the OET to take into account the future development, so it is accounted for in their traffic study.

Ms. Mackey inquired, if we move forward with the rescope, would it impact the timeframe in which the projects would be completed.

Ms. Steele responded it should not affect the projects, as any delays would be minimal.

Mr. O. Walker moved, seconded by Ms. Mackey, to approve staff’s recommendation.

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

Opposed: Newton

The vote was in favor.

Mr. O. Walker moved, seconded by Ms. McBride, to reconsider this item.

In Favor: J. Walker and Newton

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

The motion for reconsideration failed.

- d. **FY22 - District 2 Hospitality Tax Allocations** – Ms. McBride moved, seconded by Ms. Newton, to approve this item.

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

Opposed: J. Walker

The vote was in favor.

Ms. McBride moved, seconded by Ms. Terracio, to reconsider this item.

In Favor: J. Walker

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

The motion for reconsideration failed.

- e. **A Resolution to appoint and commission Clinton Corley, Jr. as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County** – Ms. Terracio moved, seconded by Ms. Newton, to approve this item.

Ms. Terracio inquired about the number of Code Enforcement Officers, and if there is a need for more.

Mr. Brown responded he would provide the information to Council.

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

The vote in favor was unanimous.

21. **EXECUTIVE SESSION** – Mr. Pugh moved, seconded by Ms. Barron, to go into Executive Session.

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

Opposed: Malinowski and J. Walker

The vote was in favor.

***The Council Entered Executive Session at approximately 7:38PM and Exited at approximately 9:35PM***

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

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

The vote in favor was unanimous

**9(a) Legal Advice regarding Convention Center Economic Development Project - Pursuant to SC Code of Laws i.30-4-70(a)(5)** – No action was taken.

**9(b) Mercury Fund (Supreme Court Decision regarding tax sale redemption): Update on item involving potential claims – Pursuant to SC Code of Laws §30-4-70(a)(2)** – No action was taken.

**9(c) Richland County v. Richland Program Development Team (2019-CP-40-2417) - Legal update pursuant to SC Code of Laws §30-4-70(a)(2)** – Mr. O. Walker moved, seconded by Ms. Barron, to approve the settlement amount, as presented to Council in Executive Session, and to authorize Legal counsel to negotiate mutually agreeable settlement language with the Program Development Team, and bring back to Council by the next meeting.

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

Opposed: Malinowski, Terracio, J. Walker, and Newton

The vote was in favor.

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

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

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

The motion for reconsideration failed.

**9(d)Richland County's Road Maintenance Fee in light of Burns v. Greenville County - Legal advice pursuant to SC Code of Laws §30-4-70(a)(2)** – No action was taken.

**12(a)Personnel Matter: Clerk's Office Personnel** - Ms. Barron moved, seconded by Ms. English, to instruct the Chair to move forward with the Clerk Office Personnel, as discussed in Executive Session.

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

The vote in favor was unanimous

**19 (a) Update on County Attorney Search [EXECUTIVE SESSION]** - Ms. Mackey moved, seconded by Ms. Barron, to direct the Chair of the Employee Evaluation and Oversight Committee to move forward, as discussed in Executive Session, regarding the County Attorney search.

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

Abstained: McBride

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Newton, to defer item 15 (a): "Road Maintenance Fee".

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

The vote in favor was unanimous.

Mr. O. Walker moved, seconded by Mr. Malinowski, to defer item 20 (a): "Department of Public Works – Compound Parking Lot Restoration".

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

The vote in favor was unanimous.

## 22. MOTIONS PERIOD

- a. **I move to direct the County Administrator to draft a detailed staff augmentation plan aimed at addressing critical County issues, projects and areas of priority. This plan should, at minimum, address:**

- **Critical areas of service adversely impacted by a deficit in staff, subject-matter expertise and/or necessary resources,**
- **Areas of priority, as established by or in conjunction with Council action(s), adversely impacted by a deficit in staff, subject-matter expertise and/or necessary resources,**
- **Potential opportunities for augmentation of services, resources and/or subject-matter expertise via:**
  - **individuals and/or entities with proven success in areas identified as critical/priority,**
  - **community and/or public-private partnerships,**
  - **intergovernmental agreements, and/or**
  - **any third-party resource(s) that can reasonably provide necessary services and/or facilitation of critical/ priority projects**

**The requested information should move to Council for consideration no more than sixty (60) days from the date of this motion and be presented in hard copy at least 7 days in advance of the meeting at which it is to be discussed. The document should be complete with:**

- **data, facts and figures to substantiate all claims, assessments and/or recommendations,**
- **proposed solutions for each area, project or service identified as critical/priority and lacking necessary staff, subject-matter expertise, and/or resources, and**
- **estimated costs for each proposed solution as derived from quality research [NEWTON, TERRACIO, BARRON and McBRIDE]**

Ms. Newton requested to begin receiving updates within 30 days to make the timeframe more

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flexible.

Mr. Livingston forwarded this item directly to Administration, so they can begin work on the matter during Council's recess.

23. **ADJOURNMENT** – The meeting adjourned at approximately 9:46 PM



Richland County Council  
Zoning Public Hearing  
July 27, 2021 – 7:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Geo Price, Dale Welch, Elizabeth McLean, Bill Davis, Leonardo Brown, Randy Pruitt, Tina Davis, Tommy DeLage, Tamar Black, Brian Crooks and Michael Maloney

II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.

III. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions to the agenda.

IV. **ADOPTION OF AGENDA** – Ms. Barron moved, seconded by Ms. Terracio, to adopt the agenda as published.

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

Not Present: J. Walker

The vote in favor was unanimous.

V. **MAP AMENDMENTS**

1. *Case # 21-010 MA*  
*Kevin Steelman*  
*PDD to PDD*  
*8930 Rabbit Run*  
*TMS# R21800-01-06 [FIRST READING]*

Ms. Newton stated there have been several community meetings regarding this re-zoning request. She noted this is a PDD (Planned Development District), which is different from a lot of the re-zonings that come to Council, as the zoning for housing development and commercial development has already been approved. The request before Council is for the developer to decrease the number of units available on the property.

Mr. Livingston opened the floor to the public hearing

The applicant, Kevin Steelman, spoke in favor of the re-zoning.

The floor to the public hearing was closed.

Ms. Newton moved, seconded by Mr. Pugh, to approve the re-zoning request, pending adoption of

**Zoning Public Hearing**  
**July 27, 2021**

modifications to the PDD suggested by the community.

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

Opposed: Newton

Not Present: J. Walker

The vote was in favor.

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

Mr. Livingston opened the floor to the public hearing

The applicants, Robert F. Fuller and Mr. Bruce Dyer, Brad Everhart and Murray Clepper spoke in favor of the re-zoning request.

Katheryn Crawley, Doni Knott, Gerald M. Washbau, Brian and Michelle Morin spoke in opposition of the re-zoning request.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Ms. Barron, to approve the re-zoning request.

Ms. Barron noted, for the record, here we have an example where the Comprehensive Plan says one thing, but what is actually happening around us is totally different. At some point, the two have to meet so we do not continue to have this conversation.

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

Not Present: J. Walker

The vote in favor was unanimous.

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

Mr. Livingston opened the floor to the public hearing

No one signed up to speak.

The floor to the public hearing was closed.

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

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

Not Present: J. Walker

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The vote in favor was unanimous.

4. *Case # 21-021 MA*  
*Matthew Condon*  
*PDD to PDD (191.7 Acres)*  
*Farrow Road*  
*TMS# R17404-01-01, R17408-01-01, 02 & 03 [FIRST READING]*

Mr. Livingston opened the floor to the public hearing

Kevin Steelman and the applicant, Matthew Condon, spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

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

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

Not Present: J. Walker

The vote in favor was unanimous.

5. *Case # 21-022MA*  
*Frank McMaster*  
*RU to GC (8.76 Acres)*  
*Barbara Drive*  
*TMS # R17109-02-06 [FIRST READING]*

Mr. Livingston opened the floor to the public hearing

The applicant, Frank McMaster, spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

Ms. Barron moved, seconded by Mr. Malinowski, to defer this item until the September Zoning Public Hearing.

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

Not Present: J. Walker

The vote in favor was unanimous.

- VI. **ADJOURNMENT** – The meeting adjourned at approximately 7:37 PM.



Richland County Council  
Special Called Meeting  
July 27, 2021 – Immediately Following Zoning Public Hearing  
2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Angela Weathersby, Kyle Holsclaw, Michelle Onley, Tamar Black, Ashiya Myers, Leonardo Brown, Lori Thomas, John Thompson, Dante Roberts, Dale Welch, James Hayes, Jennifer Wladischkin, Judy Carter, Casey White, Jani Hussain, Sandra Haynes, Stacey Hamm, Steven Gaither, William Bilton, Michael Maloney, Elizabeth McLean, Ronaldo Myers and Michael Byrd.

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:48PM.

2. **ADOPTION OF AGENDA** – Ms. Barron moved, seconded by O. Walker, to adopt the agenda as published.

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

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

3. **PRESENTATION OF PROCLAMATION**

a. **A Proclamation Recognizing August 1-7, 2021 as National Farmer's Market Week** - Ms. Mackey read the proclamation into the record.

b. **A Proclamation Recognizing Stonewall M. Richburg's 100th Birthday** – Ms. Mackey read the proclamation into the record.

4. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Ms. McLean stated items 4(a), 4(b), and 10(a) were all Executive Session items.

a. **Road Maintenance fee ordinance/lawsuit - Legal advice [Pursuant to SC Code of Laws §30-4-70 (a)(2)]**

b. **Richland County v. Richland Program Development Team (2019-CP-40-2417) - Potential Settlement Agreement approval [Pursuant to SC Code of Laws §30- 4-70(a)(2)]**

c. **County Administrator Evaluation: Review and Approval of Consultant**

5. **REPORT OF THE COUNTY ADMINISTRATOR** – No report was given.

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6. **REPORT OF THE DEPUTY CLERK OF COUNCIL** – No report was given.
7. **REPORT OF THE CHAIR** – No Report was given.
8. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**
  - a. **Treasurer's Office - Federal Forestry Funds** - Mr. Malinowski noted this item was held in committee.
  - b. **Department of Public Works - Subdivision Resurfacing**
  - c. **Department of Public Works - Pavement Preservation**
  - d. **Department of Public Works - Asphalt Preservation**
  - e. **Emergency Services Department - Cardiac Monitors**
  - f. **Utilities Department - Approval to connect 2312 and 2314 Johnson Marina Road, Chapin, SC 29036 to the RCU sewer system at Point De Haven Road**
  - g. **Alvin S. Glenn Detention Center - Sprinkler Head Replacement**

Mr. Malinowski stated the committee unanimously recommended approval of Items (b) – (g).

Ms. McBride moved seconded by Ms. English, to approve staff's recommendation for Items (b) – (g) (e) (f) and (g).

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

Not Present: J. Walker.

The vote in favor was unanimous.

Mr. Malinowski moved, by Ms. English, to reconsider Items (b) – (g).

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

Not Present: J. Walker.

The motion for reconsideration failed.

- h. **Alvin S. Glenn Detention Center - Electronic Monitoring** – Mr. Malinowski stated the committee recommended approval of staff's recommendation. There were some concerns as to whether the company was providing adequate services to their clients.

Ms. McBride moved for approval.

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

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Opposed: Malinowski

Not Present: J. Walker

The vote was in favor

Ms. Terracio moved, seconded by Ms. McBride, for reconsideration

In Favor: Malinowski

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

The motion for reconsideration failed.

**i. Negotiations for Contract to design Public Safety Complex**

**j. Public Safety Bond Resolution**

Mr. Malinowski stated the committee unanimously recommended approval of Items (i) and (j).

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

Not Present: J. Walker

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Newton, to reconsider Items (i) and (j).

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

Not Present: J. Walker.

The motion for reconsideration failed.

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

**a. Compensation Recommendation - Pay Plan for Alvin S. Glenn Detention Center – Ms. Terracio stated the committee unanimously recommended approval of staff's proposed pay plan.**

Mr. Malinowski inquired if the public was properly notified of the information since the pay plan was provided under separate cover.

Mr. Malinowski moved to defer until the August 31<sup>st</sup> meeting and include all the information in the agenda and make the pay raise retroactive.

The motion died for lack of a second.

Mr. Livingston inquired if the information was given to the public.

Ms. Onley responded the pay plan was not included in the agenda packet.

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July 27, 2021**

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Ms. McBride noted Council discussed this in Executive Session and then approved when Council returned to open session.

Ms. Terracio noted the information was included in the Detention Center Ad Hoc Committee agenda, and discussed in open session.

Mr. Malinowski stated when people look at Richland County Council agenda do not necessarily look at ad hoc committee agendas. He noted he does not think it is properly before them, and should be taken off the agenda.

Mr. Brown noted he had no issue with the information being provided to the public.

Ms. Barron noted, in the spirit of transparency, she agreed with people getting the information, but she also agrees with people getting the pay they deserve.

Ms. McBride stated the information was provided to the public and staff worked extra hard during the pandemic. The employees work overtime, with minimum pay, and she recommended moving forward.

Ms. Newton made a substitute motion, seconded by Ms. Terracio, to approve this item and direct staff to share the salary increase information with the public.

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

Not Present J. Walker.

The vote in favor was unanimous.

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

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

Not Present: J. Walker

The motion for reconsideration failed.

10. **REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE**

- a. **County Administrator Evaluation: Review and Approval of Consultant** – This item was taken up in Executive Session.

11. **OTHER ITEMS**

- a. **Transfer from General Fund To Transportation Penny Fund** – Mr. Brown stated this item is required for staff to move the funds from the General Fund to the Penny Fund. The request is for approval.

Ms. Barron moved, seconded by Mr. Pugh, to approve staff's recommendation.

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

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

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

In favor: Malinowski

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

Not Present: J. Walker

The motion for reconsideration failed.

12. **EXECUTIVE SESSION** – Mr. Pugh moved, seconded by Ms. Barron, to go into Executive Session.

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

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

*The Council Entered Executive Session at approximately 8:17PM and Exited at approximately 8:55PM*

**4(a) Road Maintenance fee ordinance/lawsuit - Legal advice [Pursuant to SC Code of Laws §30-4-70 (a)(2)]** – No action was taken.

**4(b) Richland County v. Richland Program Development Team (2019-CP-40-2417) - Potential Settlement Agreement approval [Pursuant to SC Code of Laws §30- 4-70(a)(2)]** – Mr. O. Walker moved, seconded by Ms. Mackey, to allow staff to move forward with providing payment to the PDT from the Transportation Fund.

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

Opposed: Malinowski and Newton

Not Present: J. Walker

The vote was in favor.

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

In Favor: Malinowski and Newton

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

**Special Called Meeting  
July 27, 2021**

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Not Present: J. Walker

The motion for reconsideration failed.

**10(a) County Administrator Evaluation: Review and Approval of Consultant** - Ms. Newton moved, second by Mr. Malinowski, to solicit a consultant to help with the evaluation process, as discussed in Executive Session.

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

Opposed: McBride

Not Present: J. Walker

The vote was in favor.

### 13. **MOTIONS PERIOD**

- a. **I move to allocate \$9,733 in H-Tax funds to the Five Points Association for the St Patrick's Day event. These were funds allocated in the FY20-21 budget that were not spent due to COVID [Terracio]** – This item was referred to the A&F Committee.
- b. **To direct the County Administrator to immediately move forward with efforts to relocate the Department of Social Services facility to the Columbia Place Mall (former Sears) and pursue funding from the State's American Rescue Plan allocation. [McBride & J. Walker]** – Ms. McBride moved, seconded by Ms. Terracio, to move forward.

Mr. Malinowski inquired if the Administrator is already looking into this item.

Mr. Brown responded in the affirmative.

Mr. Malinowski stated he would rather wait for the Administrator to come back to the Council before Council says “do something”.

Ms. McBride noted the Administrator is looking into it, but we wanted to make it official.

Mr. Livingston stated he does not want to limit the location to the Sears building.

Ms. McBride responded changing the location would ruin the motion. The Columbia Place Mall would be a prime location.

Mr. Brown noted he was working on locations in Columbia Place, based on what the body has previously voted on.

Ms. Mackey stated, for clarification, the motion allows the Administrator to move forward and pursue funding. She inquired if there is a date he will report back to Council.

Ms. McBride responded the Administrator could give us an update in September.

Ms. Mackey offered a friendly amendment that the Administrator report back to Council before

**Special Called Meeting  
July 27, 2021**

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moving forward.

Mr. Malinowski stated he did not want to be restricted by the State's American Rescue Plan allocations, and include "other sources of funds", as well.

Ms. McBride accepted the amendment.

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

Not Present J. Walker.

The vote n in favor was unanimous.

14. **ADJOURNMENT** – The meeting adjourned at approximately 9:11PM.



Richland County Council  
Special Called Meeting  
August 16, 2021 – 6:00PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Angela Weathersby, Kyle Holsclaw, Michelle Onley, Tamar Black, Ashiya Myers, Dante Roberts, James Hayes, Ronaldo Myers, Sandra Hayes, Stacey Hamm, Michael Byrd, Dale Welch, Elizabeth McLean, Leonardo Brown, John Thompson, Randy Pruitt and Beverly Harris.

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

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

Not Present: J. Walker

The vote in favor was unanimous.

3. **AN EMERGENCY ORDINANCE REQUIRING THE WEARING OF FACE MASKS IN PUBLIC AND PRIVATE SCHOOL BUILDINGS TO SLOW THE SPREAD OF COVID-19** - Ms. McBride moved, seconded by Ms. Mackey, to approve the emergency ordinance requiring the wearing of face masks in public and private school buildings to slow the spread of COVID-19.

Mr. Malinowski inquired how Council could cite the rise in cases in school, when schools are not open yet in Richland County.

Mr. Livingston responded he has heard a lot from teachers and educators that are engaged in school systems and they made it clear the virus was present in schools and some have contracted the virus. As you may know, teachers and educators are present at school before schools open to students.

Ms. Newton noted there are sporting activities and practices that have been happening within School District I. One of the high school football teams was recently quarantined.

Ms. McLean stated, as part of the emergency definition, when you look at the disaster declaration, it includes “imminent t threat”, which would apply to what we are discussing.

Ms. Newton noted the County wants to mirror the City of Columbia’s ordinance to make it easier for the schools to enforce. She inquired if the intent was to include high schools, based on the age range of 2-14, since come children start high school at 13.

**Special Called Meeting  
August 16, 2021**

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Ms. McLean responded, for clarity sake, we only included the language the City of Columbia included. She does not know what their intent was. She noted the way she reads the ordinance is because high schools educate children up to the age of 14, everyone in the high school would be included.

Ms. Newton noted, from her conversation with representatives from the City, their intent was not to include high schools.

Ms. McBride stated the intent of her motion was not to include high schools.

Mr. O. Walker stated, his understanding, the ordinance was to protect children that are not eligible to be vaccinated. He noted we need to keep in mind the aim of the ordinance is to protect children that cannot be vaccinated (i.e. elementary and middle schools).

Ms. Terracio inquired if the County could provide masks to schools, if requested.

Ms. McLean responded the updated draft addresses this matter.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, Walker, Mackey, English, And Newton

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

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

In Favor: Malinowski

Opposed: Pugh, McBride, Livingston, Terracio, Barron, Walker, Mackey, English, And Newton

Not Present: J. Walker

The motion for reconsideration failed.

4. **ADJOURNMENT** – The meeting adjourned at approximately 6:15PM

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R02509-04-01 FROM RURAL DISTRICT (RU) TO LIGHT INDUSTRIAL DISTRICT (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R02509-04-01 from Rural District (RU) to Light Industrial District (LI).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2021.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R19712-10-33 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R19712-10-33 From General Commercial District (GC) to Residential Multi-Family High Density District (RM-HD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2021.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17404-01-01 AND 17408-01-01, 02, AND 03 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17404-01-01 and 17408-01-01, 02, AND 03 from Planned Development District (PDD) to Planned Development District (PDD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2021.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



**Agenda Briefing**

<b>Prepared by:</b>	Christopher S. Eversmann, PE, AAE		<b>Title:</b>	Airport General Manager	
<b>Department:</b>	Public Works	<b>Division:</b>	Airport (CUB)		
<b>Date Prepared:</b>	July 12, 2021	<b>Meeting Date:</b>	July 27, 2021		
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	July 13, 2021	
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	July 13, 2021	
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	July 13, 2021	
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM			
<b>Committee</b>	Development & Services				
<b>Subject:</b>	Adoption of the Jim Hamilton – LB Owens Airport Runway Extension Justification Study				

**STAFF’S RECOMMENDED ACTION:**

The Staff of the Jim Hamilton – LB Owens Airport (CUB) recommends that Richland County Council approve adoption of the final draft of the Airport Runway Extension Justification Study, prepared by WK Dickson, the Airport Planning and Engineering Consultant, of June 2021.

**Request for Council Reconsideration:**  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The preparation of this study was locally funded. If subsequently approved by the staff of the Federal Aviation Administration (FAA), 90% of the cost will be reimbursed to Richland County through a future Airport Improvement Program (AIP) grant.

Approval by County Council and the Staff of the FAA will clear the way for other, future planning, land acquisition, design, and construction projects / phases associated with the extension of Runway 13 – 31. These projects will be funded (probably over the period of several years) through the AIP program which currently uses the funding formula of 90% - Federal / 5% - State / 5% - Local. A \$20M series of projects would require a Local cost match of \$1M.

Finally, even if (hopefully ‘when’) approved by the FAA, the execution of the several discreet projects necessary to ultimately realize the extended runway will be driven by the availability of future AIP Grant funding.

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

None.

**REGULATORY COMPLIANCE:**

This study was prepared in accordance with applicable FAA Advisory Circulars (ACs) pertaining to determination of Runway length, Fleet mix, and the AIP.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

The extension of the Airport’s Runway, designated 13 – 31, was recommended in the Airport’s Master Plan Update (MPU) and associated Airport Layout Plan (ALP) which was published in 2011. The Airport, which was first developed in 1930 and is the second-oldest public use airport in South Carolina, is largely “landlocked” with a railroad yard and a track spur to the south and east, residential development to the north, and commercial development to the west. The only way to increase the utility of the Airport is an extension of the runway length and the most practical location is the Runway 13 Approach (Commerce Drive) end.

An extension of the Runway would achieve two important goals:

- Increase the safety factor for aircraft using the runway in marginal weather (wet / slippery) conditions; and,
- Permit increased load (to include the fuel load and, thereby, the range) of aircraft using the runway in hot weather conditions.

An airport has an Airport Reference Code (ARC) assigned by the FAA based on its design aircraft and the approach speed. It is important to note that the Airport’s current ARC is B-II and, following the proposed runway expansion, it will remain a B-II. The extended runway will NOT usher in larger aircraft nor commercial air service; it will increase the utility and, thereby, the traffic and viability of the Airport.

Before the FAA will commit to funding a runway extension, a locally-funded justification study is required. The study process requires not only technical analysis of planning factors and the fleet mix of aircraft that use the Airport, but also outreach to the transient pilot community to solicit letters of support. A copy of the Study is included as Attachment ‘A’ to this Agenda Briefing (AB).

It is anticipated that in the course of review of this document at various staff levels of the FAA, there will be comments and questions generated. It is further anticipated that there will be edits to the final draft throughout this process. This process is already underway with a copy of this final draft provided to the planning staff of the Atlanta Airports District Office (ADO). We do not believe that such minor changes will change the thrust or recommendation contained therein.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

In their meeting on July 12, 2021, the Richland County Airport Commission voted to recommend to County Council the adoption of this Study prior to forwarding to the FAA for their formal consideration. A copy of the associated PowerPoint Brief is included as Attachment 'B' and is available for presentation to County Council.

**ATTACHMENTS:**

1. Runway Extension Justification Study, WK Dickson, June 2021
2. PowerPoint Brief

**DRAFT**



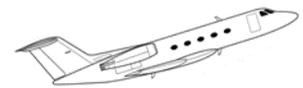
JUNE  
2021



# RUNWAY EXTENSION JUSTIFICATION STUDY

Jim Hamilton - LB Owens Airport  
Columbia, SC





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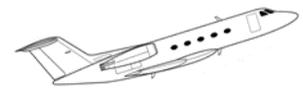
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- Appendix A - FAA Procedure & Rationale for Determining Recommended Runway Lengths
- Appendix B - Frequent Operators’ Letters of Support
- Appendix C - Fleet Mix per AC 150/5325-4B
- Appendix D - 2019 TFMSC Recorded Large Operators
- Appendix E - Runway Development Layout Concepts



## Runway Extension Justification Study

The Jim Hamilton – LB Owens Airport (CUB) sees significant corporate jet traffic due to its proximity to downtown Columbia, South Carolina and reliever status for Columbia’s commercial airport, CAE. In addition to the abundance of business traffic, Columbia is home to the University of South Carolina. CUB is home to USC’s fleet of aircraft as well as a private maintenance facility (AMS Columbia) that frequently works on large aircraft. Customers of this facility as well as routine operators at the airfield are regularly expressing their desire for an extension of Runway 13/31. An extension of Runway 13/31 would achieve two important goals. First, and most importantly, the additional length would increase the safety factor for aircraft using the runway in marginal weather (wet/slippery) conditions. Second, it would permit an increased Maximum Takeoff Weight (MTOW) for aircraft using the runway in hot weather conditions, resulting in increased fuel capacity and, thereby, range. With the support of the Richland County Airport Commission, the ensuing Runway Extension Justification Study discusses these goals and has provided the following details in accordance with Advisory Circular (AC) 150/5325-4B *Runway Length Requirements for Airport Design*.

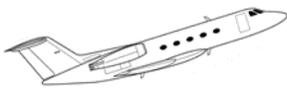
Although there is no definitive way to quantify operations at a non-towered facility like CUB, multiple methods were used to examine the type of traffic operating at the Jim Hamilton – LB Owens Airport. To determine the runway length needed to service the current aircraft utilizing the runway at CUB, data was collected from the following sources:

- Traffic Flow Management System Counts (TFMSC) from the FAA
- Automatic Dependent Surveillance-Broadcast (ADS-B) data from Richland County
- Partial fuel logs for the years 2016-2018
- Operational need letters from frequent large aircraft operators
- Knowledge and relationships of staff at CUB.

Federally funded projects, like a runway extension, require a Substantial Use Threshold be met. Critical Design Aircraft (individual airplane or a family grouping of airplanes) must have at least 500 or more annual itinerant operations at the airport (landings and takeoffs are considered separate operations). The Cessna Citation XLS (560XL) is the currently approved existing and ultimate critical aircraft per the latest Airport Layout Plan (ALP) Update (2011), and this report will prove CUB sees more than 500 annual itinerant operations by this family grouping needing beyond the 5,011 feet available for safe operation.

It should also be noted that Chapter 3, Section 306 (“General Aviation Airports”) of AC 150/5325-4B states:

“General aviation (GA) airports have witnessed an increase use of their primary runway by scheduled airline service [does not apply to CUB] and **privately owned business jets**. Over the years business jets have proved themselves to be a tremendous asset to corporations by satisfying their executive needs for flexibility in scheduling, speed, and privacy. In response to these types of needs, GA airports that receive regular usage by large airplanes over 12,500 pounds MTOW (Maximum Takeoff Weight), in addition to business jets, should provide a runway length comparable to non-GA airports. That is, the extension of an existing runway can be justified at an existing GA airport that has a need to accommodate heavier airplanes on a frequent basis.”



## Jim Hamilton - LB Owens Airport

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The Jim Hamilton - LB Owens Airport is an excellent example of the type of general aviation airport that Section 306 references. The airport has seen an increase in business jet traffic in recent years, and the following sections of this study will further demonstrate the need for a runway length greater than that provided currently at CUB.

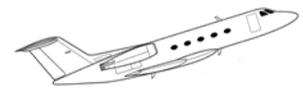
### Annual Operations

Due to the effects of COVID-19 on the aviation industry throughout 2020 and continuing into 2021, data from 2019 was used for this study. As shown in **Appendix D**, TFMSC recorded 887 operations in 2019 by aircraft specifically detailed in the fleet of AC 150/5325-4B. Although runway length requirements vary between the charts and conditions below, there is clear evidence numerous aircraft require greater than the 5,011' available. It should also be noted that TFMSC data only captures a portion of all flights, as all VFR and any IFR flights cancelled before landing are not accounted for. To put this in perspective, TFMSC recorded a total of 4,105 operations at CUB during 2019; however, both the FAA Terminal Area Forecast and the 5010-report list approximately 25,000 total annual operations at the airport. Additionally, FAA Order 5090.5 *Formulation of the National Plan of Integrated Airport Systems (NPIAS) and the Airports Capital Improvement Plan (ACIP)* provides guidance that busier general aviation airports may have 350 operations per based aircraft (OPBA). CUB can confidently be considered a busier general aviation airport, but the current count of 115 based aircraft and 25,000 annual operations leads to an OPBA of 217. This indicates that the airport has a ratio below the average of operations per based aircraft. Using the FAA guidance of 350 operations per based aircraft for a facility like CUB leads to approximately 40,000 annual operations. Therefore, considering the FAA TAF, 5010, and Order 5090.5, it can be assumed that significantly more than the TFMSC recorded 887 operations by large aircraft actually occurred at CUB during 2019.

### Airport User Support Letters

Throughout the past year, operators were provided a user survey and letter template to collect data on aircraft needs at the Jim Hamilton - LB Owens Airport. This data was evaluated utilizing FAA AC 150/5325-4B to determine the runway length needed by the current aircraft models operating at CUB. The letters collected outlined each company's type of aircraft, runway length requirements, and frequency of operations at CUB. Copies of the relevant support letters and completed surveys can be found in **Appendix B**. While it is recognized that there may be a partial overlap between these counts and TFMSC counts, there is no definitive way to determine which operations were recorded via TFMSC.

As summarized below in **Table I**, most operators detailed significantly more operations than those recorded by TFMSC. TFMSC recorded no operations by any Hawkers 900s and Capital Air SC, LLC reported 120 annual operations. Regarding the Cessna Citation 560s, these are some of the most common aircraft flying in this region. Besides the specific 560s noted below, Automatic Dependent Surveillance-Broadcast (ADS-B) data collected by Richland County recorded 5 additional Citation 560 operators from September 12, 2020 through January 20, 2021 (approximately 4 months). It should be noted that those counts were during the COVID-19 pandemic, and additional operations would be expected during a typical year. TFMSC counts for all noted aircraft were shown for reference in the table below; however, operations by the same type of aircraft were not duplicated for total counts.



**Table I: Supplemental Operations to TFMSC Data**

Operator	Aircraft Make/Model	Approximate Annual Operations	2019 TFMSC Operations by Aircraft Model
Airstat, Inc.	Cessna Citation 560 (2)	96	52
Aircraft Maintenance Services, Inc.	Cessna Citation 560	48	52
Beemok Capital	Phenom 300 Falcon 900LX	50	46
Bins Corporation	Cessna Citation 501 Cessna Citation 550 Cessna Citation 560	240	394
Capital Air SC, LLC	Beechcraft Hawker 900XP	120	0
DLH Properties, Inc.	Learjet 60	24	18
E.M. Stivers, Inc.	Cessna Citation 550	192	245
<b>Annual Operations by Above Aircraft</b>		<b>770</b>	<b>458*</b>
Additional Large Aircraft Operations Recorded by TFMSC		N/A	<u>429</u>
<b>Annual Operations by All Large Aircraft</b>		<b><u>770</u></b>	<b>887*</b>

*\*Note: Operations by the same aircraft type duplicated above were not duplicated in total operations count.*

As shown above, frequent operators attested to approximately 770 annual operations at CUB by just 11 specific aircraft; however, TFMSC only recorded 458 operations by these aircraft models. It is reasonable to assume the TFMSC count included additional aircraft than the 11 referenced in the support letters. Furthermore, TFMSC recorded 429 operations by other aircraft models shown in **Appendix C**. The **770 operations** combined with TFMSC’s record of **429 additional operations** brings the total count to **1,199 operations in 2019 by aircraft requiring additional runway length per AC 150/5325-4B**.

To further support this justification, TFMSC data from 2011-2020 was analyzed. In **Figure I** below, a distinct positive trend in large aircraft operating at CUB over the last 10 years can be seen. Although the annual count dips for 2020, it can be assumed that this number would have surpassed 2019’s count without the effects of the COVID-19 pandemic. Supported by the South Carolina Airport System Plan and FAA Terminal Area Forecasts, this growth trend is expected to continue throughout a 20-year planning period. Additionally, per the *FAA Aerospace Forecast: Fiscal Years 2020-2040*, most of the increase in general aviation hours flown will occur in the business jet fleet (FAA 26), aligning with the anticipated increase in jet operations at CUB.

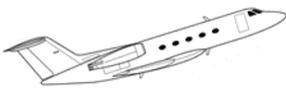
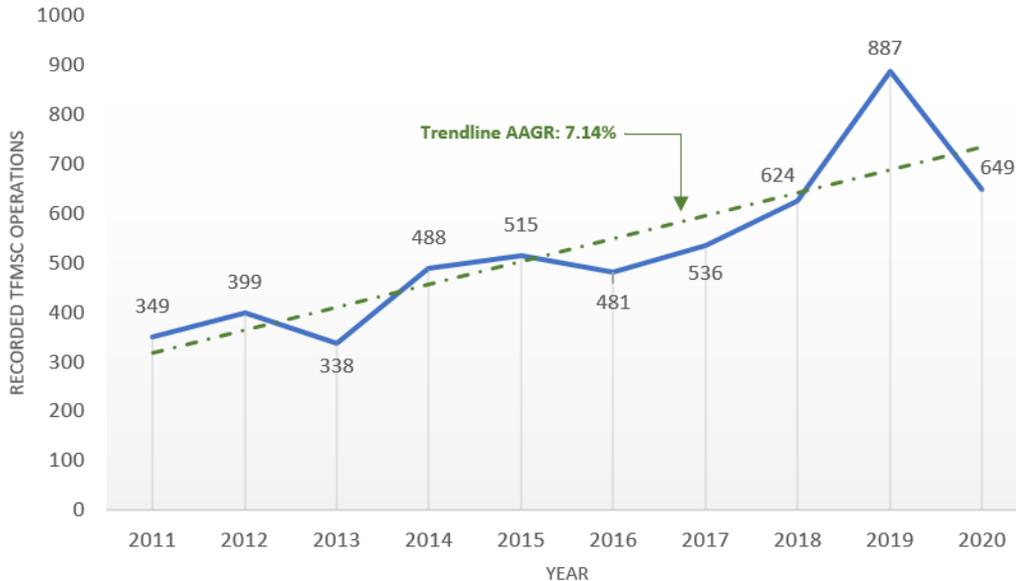


Figure I: Annual TFMSC Operations by Aircraft in AC 150/5325-4B

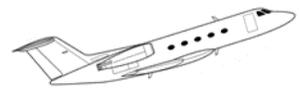


### Runway Length Requirements

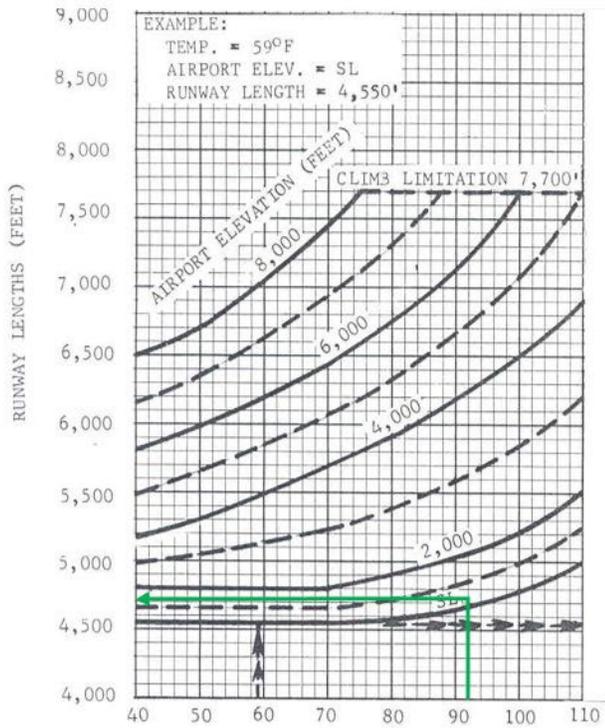
Advisory Circular 150/5325-4B Runway Length Requirements for Airport Design provides guidance for runway lengths at general aviation airports based on the mean daily maximum temperature of the hottest month at the airfield, the established elevation, and the type of aircraft operating there. In speaking with jet operators, many must reduce their weight to safely operate on the existing available runway length, especially during certain conditions; however, for travel efficiency and business operational requirements, it is typically the desire of these users to operate all operations at Maximum Takeoff Weight (MTOW) to maximize efficiency and reduce the need for unnecessary fueling stops.

Taken from an analysis outlined in the most recent Airport Layout Plan Update (2011) (**Appendix E**), a 780-foot extension with a partially displaced threshold is shown on Runway End 13. Per the Runway Length AC, the procedure to account for wet, slippery runway surface conditions for turbojet-powered aircraft is to increase the dry landing length requirement by 15 percent, but not more than 5,500', whichever is less. In the **75 Percent of Fleet at 60 Percent Useful Load** chart below, a runway length requirement of approximately 4,700' is established (please reference **Appendix C** for a complete list of aircraft that make up the fleet). Multiplying the wet conditions requirement by 1.15, the landing length requirement during wet conditions becomes 5,400'. The 2011 ALP Update outlined that in order to meet this 5,400' landing length goal, the existing 390' blast pad on Runway End 13 would be further extended by 390'. Although the entire extension would be useable for takeoff, approximately 231' of pavement would not be useable for landing due to a displaced threshold that would minimize extensive land acquisition. Please reference **Appendix E** for a visual representation of this preferred development. A summary of FAA procedure & rationale for determining recommended runway lengths as used in this study can be found in **Appendix A**.

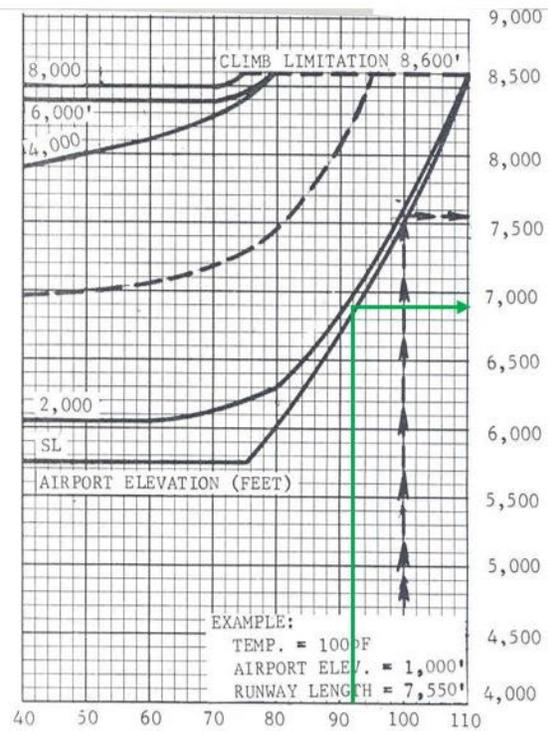
In the tables below, you will see CUB's conditions highlighted with blue arrows. It is evident that three scenarios result in conditions requiring length beyond the 5,011' available even during dry conditions. This includes approximately 5,600' for 100% of Fleet at 60% Useful Load, 6,900' for 75% of Fleet at 90% Useful Load, and 8,700' for 100% of Fleet at 90% Useful Load.



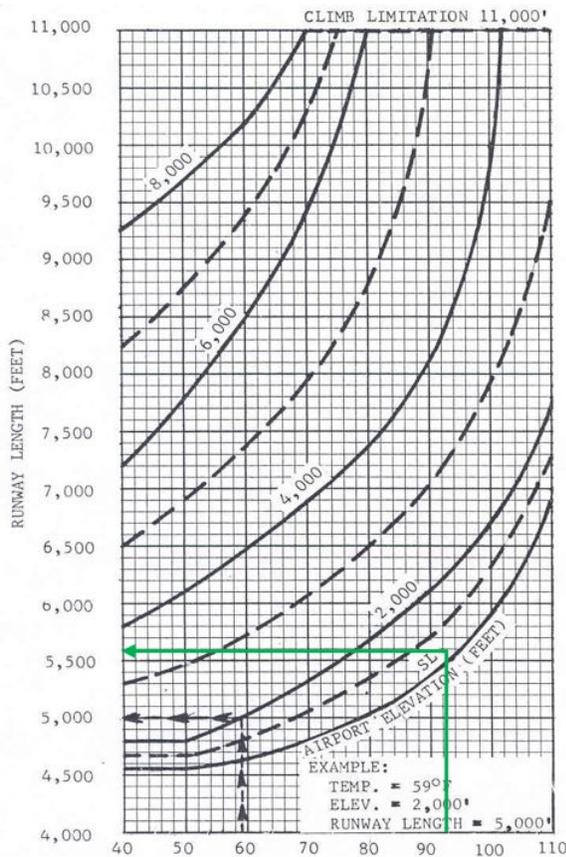
75 Percent of Fleet at 60 Percent Useful Load



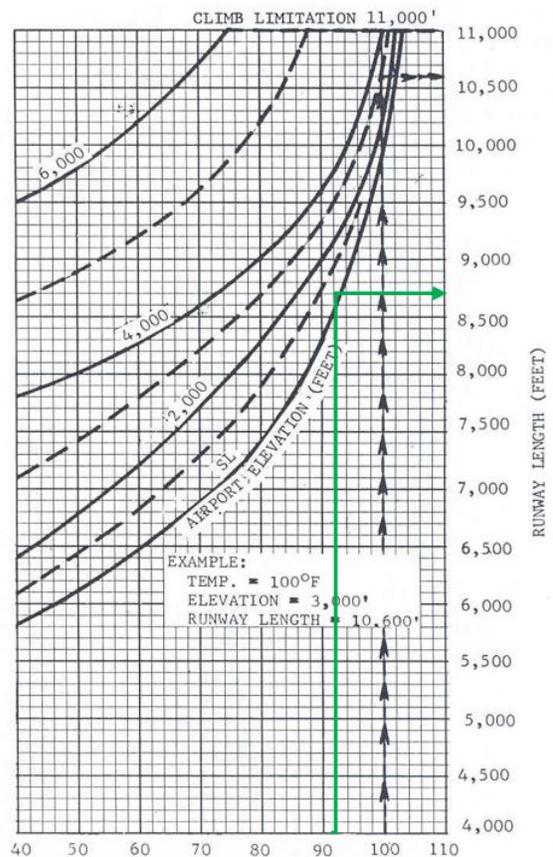
75 Percent of Fleet at 90 Percent Useful Load

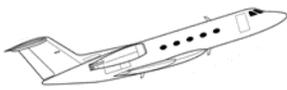


100 Percent of Fleet at 60 Percent Useful Load



100 Percent of Fleet at 90 Percent Useful Load





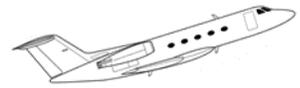
## **Jim Hamilton - LB Owens Airport**

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While this location and length are subject to further design, review, and approval, Richland County officials and the Airport Commission have examined both Runway Ends and concur with pursuing Runway 13 as the preferred alternative due to land use restrictions, property ownership, and the ability to meet Runway Safety Area (RSA) standards with the constraints of the adjacent railway. Two incidents have occurred involving aircraft approaching too short of Runway End 13. One incident involved an aircraft landing on top of an industrial building that currently exists within the RSA and the other involved an aircraft clipping overhead powerlines that also currently exist where the runway extension would occur. The Columbia Development Corporation is in support of a runway extension even with the necessary industrial relocations and will continue to promote the development to encourage community support.

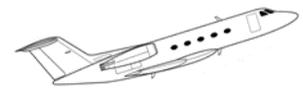
### **Conclusion**

Based on the existing traffic and forecasted growth at CUB, it is evident that the current useable runway length at the Jim Hamilton-LB Owens Airport is not sufficient for the regular needs of its current operators. Traffic Flow Management System Counts (TFMSC) and supplemental data from jet operators prove the airport sees beyond the Substantial Use Threshold of 500 annual operations by aircraft requiring additional length for enhanced safety. A 780-foot extension, as shown on the ALP, aligns with the runway length required during wet conditions per the **75 Percent of Fleet at 60 Percent Useful Load** graphic above from AC 150/5325-4B. The remaining three scenarios, based on fleet mix and useful load, provide further support for an extension at CUB. An extension to **5,791' total useable runway length** would ensure the safe operation of all large aircraft currently utilizing CUB, including the existing and ultimate critical aircraft (Cessna Excel/XLS), by providing 5,400' of landing length in each direction. This scenario is the preferred alternative by airport stakeholders and would promote the airport's primary mission of providing "facilities for the safe and efficient use of general aviation aircraft in support of transportation needs and economic development of the Midlands area and the State of South Carolina." **Appendix A** contains of a summary of FAA procedure & rationale for determining recommended runway lengths as used in this study.



# **Appendix A**

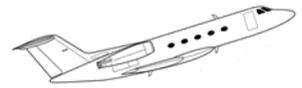
## **Summary of FAA Procedure & Rationale for Determining Recommended Runway Lengths**



## Summary of FAA Procedure & Rationale for Determining Recommended Runway Lengths

FAA Advisory Circular 150/5325-4B *Runway Length Requirements for Airport Design* outlines a five-step procedure for determining the recommended runway lengths for a given list of critical design airplanes:

1. Identify the list of critical design airplanes that will make regular use (i.e. at least 500 annual operations) of the proposed runway for an established planning period of at least 5 years.
  - a. TFMSC recorded a total of 4,105 operations at CUB during 2019; however, both the FAA Terminal Area Forecast and the 5010-report list approximately 25,000 total annual operations at the airport.
  - b. TFMSC recorded 887 operations in 2019 by large aircraft specifically detailed in the fleet of AC 150/5325-4B (**Appendix C**).
  - c. The Cessna Citation XLS (560XL) is the currently approved existing and ultimate critical aircraft per the latest Airport Layout Plan (ALP) Update (2011).
2. Identify the airplanes that will require the longest runway lengths at MTOW. This step determines the method for establishing the recommended runway length.
  - a. Table 3-1 and Table 3-2 (**Appendix C**) of AC 150/5325-4B were used to identify the aircraft requiring additional runway length.
  - b. Aircraft most influential to this report include the Cessna Citation 550, Cessna Citation 560, Hawker 900XP, and the Falcon 900LX.
3. Use Table 1-1 in the AC (“Airplane Weight Categorization for Runway Length Requirements”) and the airplanes identified in Step 2 to determine the method that will be used for establishing the recommended runway length.
  - a. Because many of the planes under evaluation may be found on Tables 3-1 and 3-2, Figure 3-1 of the design AC (“75 Percent of Fleet at 60 or 90 Percent Useful Load”) was used to determine the recommended runway length.
4. Select the recommended runway length among the various runway lengths generated by Step 3.
  - a. Based on the airfield elevation (193.4 AMSL) and the maximum mean daily maximum temperature of the hottest month of the year (92°F), and using the performance curve for 60 percent useful load provided in the design AC, the recommended runway length was determined to be 4,700 LF.
5. Apply any necessary adjustment to the obtained runway length, as may be directed by the AC, to obtain a final recommended runway length.
  - a. Wet and slippery runway adjustment.
    - i. The runway length for airplanes obtained from the “60 percent useful load” curves are increased by 15% or up to 5,500 LF, whichever is less.
    - ii. The performance curve yielded a recommended runway/landing length of  $4,700' \times 1.15 = 5,400'$ .
    - iii. Runway End 31 displaced threshold of  $391' + 5,400' = 5,791'$  total adjustment for usable runway length.



# **Appendix B**

## **Frequent Operators' Letters of Support**



April 22, 2021

Mr. Christopher Eversmann  
Airport General Manager  
Jim Hamilton – LB Owens Airport (CUB)  
1400 Jim Hamilton Blvd  
Columbia, SC 29205

**Re: Aircraft Requirements for the Jim Hamilton – LB Owens Airport  
Columbia, South Carolina**

Dear Mr. Eversmann,

The Jim Hamilton – LB Owens Airport (CUB) is an invaluable asset not only to Richland County, but to our organization. As such, I would like to take this opportunity to provide you our aircraft needs as an operator at the Jim Hamilton – LB Owens Airport.

We currently own multiple aircraft, including two Cessna Citation 560's that we operate at the Jim Hamilton – LB Owens Airport. These aircraft currently perform an average of 96 operations per year at CUB; however, these aircraft are weight limited due to the current runway length of 5,011 feet. It is our desire to operate each operation at maximum capacity in order to increase our organization's efficiency by not reducing our fuel load; however, we are not able to do this until a runway extension occurs. We appreciate any efforts you can make to accommodate our aircraft. Columbia's citizens and businesses would all benefit from improvements to the airport.

Thank you and please contact me to discuss our needs at the Jim Hamilton – LB Owens Airport.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Perry Barinowski", is written over the "Very truly yours," text.

Perry Barinowski  
Chief Pilot  
2278 Wortham Lane  
Grovetown, Ga 30813  
PH: 706.833.5033



April 22, 2021

Mr. Christopher Eversmann  
Airport General Manager  
Jim Hamilton – LB Owens Airport (CUB)  
1400 Jim Hamilton Blvd  
Columbia, SC 29205

**RE: Aircraft Requirements for the Jim Hamilton – LB Owens Airport  
Columbia, South Carolina**

Dear Mr. Eversmann,

In addition to business and recreational operations at the Jim Hamilton – LB Owens Airport, I operate Aircraft Maintenance Services, Inc. out of Building E on the airfield. Due to the nature of my business, I observe operations by many different sizes of aircraft. Many operators that come in for maintenance require longer than the 5,011 feet of runway length available at CUB. I have had to turn down aircraft for maintenance due to take off distance here at CUB and the operators' desire to operate at maximum capacity. As part of providing the best available information in the Runway Extension Justification process, I have provided an estimate here of annual operations by these specific aircraft models that I either routinely observe or operations that would come to CUB with a longer runway:

- **Cessna Citation 560 – 48 operations per year**

This operator has expressed their desire for a runway extension at Jim Hamilton – LB Owens Airport. Please let me know of any questions at 803.708.7191. Thank you.

Sincerely,

Frank Schumpert  
President  
Aircraft Maintenance Services Inc.

cc: Joseph Barkevich – WK Dickson



March 26, 2021

Mr. Christopher Eversmann  
Airport General Manager  
Jim Hamilton – LB Owens Airport (CUB)  
1400 Jim Hamilton Blvd  
Columbia, SC 29205

**Re: Aircraft Requirements for the Jim Hamilton – LB Owens Airport  
Columbia, South Carolina**

Dear Mr. Eversmann,

The Jim Hamilton – LB Owens Airport (CUB) is an invaluable asset not only to Richland County, but to our organization. As such, I would like to take this opportunity to provide you our aircraft needs as an operator at the Jim Hamilton – LB Owens Airport.

We currently own the following aircraft, including a Phenom 300 and a Falcon 900LX that we operate at the Jim Hamilton – LB Owens Airport. These aircraft currently perform an average of 50 operations per year at CUB; however, these aircraft are weight limited due to the current runway length of 5,011 feet. It is our desire to operate each operation at maximum capacity in order to increase our organization's efficiency by not reducing our fuel load; however, we are not able to do this until a runway extension occurs. We appreciate any efforts you can make to accommodate our aircraft. Columbia's citizens and businesses would all benefit from improvements to the airport.

Thank you and please contact me to discuss our needs at the Jim Hamilton – LB Owens Airport.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charlie Frost", written in a cursive style.

Charlie Frost  
Chief Pilot  
803-312-1921



---

2614 Buford Highway  
Atlanta, Georgia 30324  
Voice: (404) 321-9456  
Fax: (404) 321-9331

April 8, 2021

Mr. Christopher Eversmann  
Airport General Manager  
Jim Hamilton – LB Owens Airport (CUB)  
1400 Jim Hamilton Blvd  
Columbia, SC 29205

Re: Aircraft Requirements for the Jim Hamilton – LB Owens Airport  
Columbia, South Carolina

Dear Mr. Eversmann,

The Jim Hamilton – LB Owens Airport (CUB) is an invaluable asset not only to Richland County, but to our organization. As such, I would like to take this opportunity to provide you our aircraft needs as an operator at the Jim Hamilton – LB Owens Airport.

We currently own multiple aircraft, including 3 Citations; a 501 (N999PW), a 550 (N456TX) and a 560 (N560GG) that we operate at the Jim Hamilton – LB Owens Airport. These aircraft currently perform an average of 20 operations per month at CUB; however, these aircraft are weight limited due to the current runway length of 5,011 feet. It is our desire to utilize each aircraft at its maximum operable capacity in order to increase our organization's efficiency by not reducing our fuel load; however, we are not able to do this until a runway extension occurs.

We appreciate any efforts you can make to accommodate our aircraft. Columbia's citizens and businesses would all benefit from improvements to the airport.

Thank you and please contact me to discuss our needs at the Jim Hamilton – LB Owens Airport.

Very truly yours,

Kris Kolba  
Chief Pilot/Aircraft Manager  
Bins Corp  
[kkolba@binscorp.net](mailto:kkolba@binscorp.net)  
813.363.9729

October 7, 2020

Mr. Christopher Eversmann  
Airport General Manager  
Jim Hamilton – LB Owens Airport (CUB)  
1400 Jim Hamilton Blvd  
Columbia, SC 29205

**Re: Aircraft Requirements for the Jim Hamilton – LB Owens Airport  
Columbia, South Carolina**

Dear Mr. Eversmann,

The Jim Hamilton – LB Owens Airport (CUB) is an invaluable asset not only to Richland County, but to our organization. As such, I would like to take this opportunity to provide you our aircraft needs as an operator at the Jim Hamilton – LB Owens Airport.

We currently own a Beechcraft Hawker 900XP, based at the Greenville Downtown Airport, and this aircraft requires 6,000 feet of usable runway. This aircraft currently performs an average of 10 operations per month at CUB, and it is our desire to operate each operation at maximum capacity in order to increase our organization's efficiency. We appreciate any efforts you can make to accommodate our aircraft, but Columbia's citizens and businesses would all benefit from improvements to the Airport.

Thank you and please call me at 864.230.2539 to discuss our organization's needs at the Jim Hamilton – LB Owens Airport.

Very truly yours,



Chris Cashwell  
Pilot



December 9, 2020

Mr. Christopher Eversmann  
Airport General Manager  
Jim Hamilton = LB Owens Airport (CUB)  
1400 Jim Hamilton Blvd  
Columbia, SC 29205

**Re: Aircraft Requirements for the Jim Hamilton – LB Owens Airport  
Columbia, South Carolina**

Dear Mr. Eversmann,

The Jim Hamilton = LB Owens Airport (CUB) is an invaluable asset not only to Richland County, but to our organization. As such, I would like to take this opportunity to provide you our aircraft needs as an operator at the Jim Hamilton = LB Owens Airport.

DLH Properties, Inc. currently owns multiple aircraft, including a Learjet 60 that we operate at the Jim Hamilton – LB Owens Airport. This aircraft currently performs an average of 2 operations per month at CUB; however, this aircraft is weight limited due to the current runway length of 5,011 feet. It is our desire to operate each operation at maximum capacity in order to increase our organization's efficiency by not reducing our fuel load; however, we are not able to do this until a runway extension occurs. We appreciate any efforts you can make to accommodate our aircraft. Columbia's citizens and businesses would all benefit from improvements to the airport.

Thank you and please contact me to discuss our needs at the Jim Hamilton = LB Owens Airport.

Very truly yours,

David Keck  
Pilot  
(607) 423-7737

*E. M. Sivers Inc.*

1034 S. BRENTWOOD BOULEVARD, SUITE 1300 • SAINT LOUIS, MO 63117

Phone: (314) 863-1711 • Fax: (314) 863-1787

April 29, 2021

Mr. Christopher Eversmann  
Airport General Manager  
Jim Hamilton – LB Owens Airport (CUB)  
1400 Jim Hamilton Blvd  
Columbia, SC 29205

**Re: Aircraft Requirements for the Jim Hamilton – LB Owens Airport  
Columbia, South Carolina**

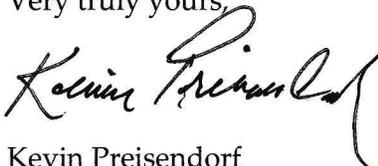
Dear Mr. Eversmann,

The Jim Hamilton – LB Owens Airport (CUB) is an invaluable asset not only to Richland County, but to our organization. As such, I would like to take this opportunity to provide you our aircraft needs as an operator at the Jim Hamilton – LB Owens Airport.

We currently own a Cessna CE 550-560 based at the Jim Hamilton – LB Owens Airport. This aircraft currently performs an average of 16 operations per month at CUB; however, the aircraft is weight limited due to the current runway length of 5,011 feet when considering weather and runway conditions. It is our desire to operate each operation at maximum capacity to increase our organization's efficiency by not reducing our fuel load. We appreciate any efforts you can make to accommodate my aircraft, but Columbia's citizens and businesses would all benefit from improvements to the airport.

Thank you and please contact me to discuss our organization's needs at the Jim Hamilton – LB Owens Airport.

Very truly yours,



Kevin Preisendorf  
Chief Pilot

JIM HAMILTON - LB OWENS AIRPORT (CUB)  
Columbia, SC

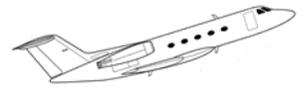
In order to provide documented justification for the runway extension development at the Jim Hamilton – LB Owens Airport, please complete this Aircraft Operation Survey Form in its entirety.

Your Name: Luke A Burchett Title: Chief Pilot  
Company: Florida Jet Service Telephone Number: 585 469 4306  
Address: 2665 NW 56<sup>th</sup> St  
City, State, Zip Code: Ft Lauderdale, FL 33309  
Aircraft Tail Number(s): (1) N317MM (2) \_\_\_\_\_ (3) \_\_\_\_\_  
Aircraft Type(s): (1) C560 (2) \_\_\_\_\_ (3) \_\_\_\_\_  
Primary Purpose of Flights: Charter  
Home Airport (Based): WKX  
Average Length of Trip (miles) (Stage Length): 500 - 2000 miles  
Runway Length Required (@90°F & MTOW): (1) 7000 (2) \_\_\_\_\_ (3) \_\_\_\_\_  
Number of Landings per Month at CUB: (1) Depends (2) \_\_\_\_\_ (3) \_\_\_\_\_



Signature: Luke A Burchett

Date: 5/26/21



# **Appendix C**

## **Fleet Mix Per AC 150-5325-4B**

**Table 3-1. Airplanes that Make Up 75 Percent of the Fleet**

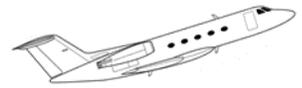
<b>Manufacturer</b>	<b>Model</b>
Aerospatiale	Sn-601 Corvette
Bae	125-700
Beech Jet	400A
Beech Jet	Premier I
Beech Jet	2000 Starship
Bombardier	Challenger 300
Cessna	500 Citation/501Citation Sp
Cessna	Citation I/II/III
Cessna	525A Citation II (CJ-2)
Cessna	550 Citation Bravo
Cessna	550 Citation II
Cessna	551 Citation II/Special
Cessna	552 Citation
Cessna	560 Citation Encore
Cessna	560/560 XL Citation Excel
Cessna	560 Citation V Ultra
Cessna	650 Citation VII
Cessna	680 Citation Sovereign

<b>Manufacturer</b>	<b>Model</b>
Dassault	Falcon 10
Dassault	Falcon 20
Dassault	Falcon 50/50 EX
Dassault	Falcon 900/900B
Israel Aircraft Industries (IAI)	Jet Commander 1121
IAI	Westwind 1123/1124
Learjet	20 Series
Learjet	31/31A/31A ER
Learjet	35/35A/36/36A
Learjet	40/45
Mitsubishi	Mu-300 Diamond
Raytheon	390 Premier
Raytheon Hawker	400/400 XP
Raytheon Hawker	600
Sabreliner	40/60
Sabreliner	75A
Sabreliner	80
Sabreliner	T-39

**Table 3-2. Remaining 25 Percent of Airplanes that Make Up 100 Percent of Fleet**

<b>Manufacturer</b>	<b>Model</b>
Bae	Corporate 800/1000
Bombardier	600 Challenger
Bombardier	601/601-3A/3ER Challenger
Bombardier	604 Challenger
Bombardier	BD-100 Continental
Cessna	S550 Citation S/II
Cessna	650 Citation III/IV
Cessna	750 Citation X
Dassault	Falcon 900C/900EX
Dassault	Falcon 2000/2000EX
Israel Aircraft Industries (IAI)	Astra 1125
IAI	Galaxy 1126
Learjet	45 XR
Learjet	55/55B/55C
Learjet	60
Raytheon/Hawker	Horizon
Raytheon/Hawker	800/800 XP
Raytheon/Hawker	1000
Sabreliner	65/75

**Note:** Airplanes in tables 3-1 and 3-2 combine to comprise 100% of the fleet.



# **Appendix D**

## **2019 TFMSC Recorded Large Operators**

# Appendix C

## TFMSC Report (Airport)

From 01/2019 To 12/2019 | Airport=CUB

#	Date	Airport	Physical	Aircraft	Airplane	Airplane	Taxiway	Departures	Arrivals	Total
###	Jan-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	1	1	2
###	Jan-19	CUB - Columbia	Jet	C525 - Cessna CitationJet/CJ1	B	I	1A	3	3	6
###	Jan-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	15	15	30
###	Jan-19	CUB - Columbia	Jet	C650 - Cessna III/VI/VII	B	II	0	2	1	3
###	Jan-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	2	2	4
###	Jan-19	CUB - Columbia	Jet	FA10 - Dassault Falcon/Mystère 10	B	I		1	1	2
###	Jan-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	4	4	8
###	Jan-19	CUB - Columbia	Jet	C25A - Cessna Citation CJ2	B	I	1A	1	1	2
###	Jan-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	3	2	5
###	Jan-19	CUB - Columbia	Jet	CL35 - Bombardier Challenger 300	C	II	1B	2	2	4
###	Jan-19	CUB - Columbia	Jet	LJ45 - Bombardier Learjet 45	C	I	0	1	1	2
###	Feb-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	0	1	1
###	Feb-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	3	3	6
###	Feb-19	CUB - Columbia	Jet	C525 - Cessna CitationJet/CJ1	B	I	1A	1	1	2
###	Feb-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	8	8	16
###	Feb-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	3	4	7
###	Feb-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	0	1	1
###	Feb-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	3	2	5
###	Feb-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	1	1	2
###	Feb-19	CUB - Columbia	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	0	1	1	2
###	Feb-19	CUB - Columbia	Jet	LJ60 - Bombardier Learjet 60	C	I	0	3	3	6
###	Feb-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	2	2	4
###	Feb-19	CUB - Columbia	Jet	E55P - Embraer Phenom 300	B	II	0	1	1	2
###	Mar-19	CUB - Columbia	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	0	1	0	1
###	Mar-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	1	0	1
###	Mar-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	1	0	1
###	Mar-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	1	1	2
###	Mar-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	2	2	4
###	Mar-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	0	1	1
###	Mar-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	2	2	4
###	Mar-19	CUB - Columbia	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	0	0	1	1
###	Mar-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	6	6	12
###	Mar-19	CUB - Columbia	Jet	C525 - Cessna CitationJet/CJ1	B	I	1A	1	1	2
###	Mar-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	8	10	18
###	Mar-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	1	2	3
###	Mar-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	1	1	2
###	Mar-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	4	4	8
###	Mar-19	CUB - Columbia	Jet	FA20 - Dassault Falcon/Mystère 20	B	II		1	1	2
###	Mar-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	2	2	4
###	Mar-19	CUB - Columbia	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	0	1	1	2
###	Mar-19	CUB - Columbia	Jet	C25A - Cessna Citation CJ2	B	I	1A	2	2	4
###	Mar-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	3	4	7
###	Mar-19	CUB - Columbia	Jet	C25M - Cessna Citation M2	B	I	1A	1	1	2
###	Mar-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	2	2	4
###	Mar-19	CUB - Columbia	Jet	E55P - Embraer Phenom 300	B	II	0	1	1	2
###	Apr-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	1	1	2
###	Apr-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	1	1	2
###	Apr-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	5	5	10
###	Apr-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	10	9	19
###	Apr-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	1	1	2
###	Apr-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	5	5	10
###	Apr-19	CUB - Columbia	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	0	5	6	11
###	Apr-19	CUB - Columbia	Jet	LJ60 - Bombardier Learjet 60	C	I	0	1	1	2
###	Apr-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	5	5	10
###	Apr-19	CUB - Columbia	Jet	LJ45 - Bombardier Learjet 45	C	I	0	2	2	4
###	Apr-19	CUB - Columbia	Jet	LJ75 - Learjet 75	C	II	0	2	2	4
###	Apr-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	1	1	2
###	Apr-19	CUB - Columbia	Jet	C68A - Cessna Citation Latitude	B	II	1B	2	1	3
###	May-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	1	1	2
###	May-19	CUB - Columbia	Jet	CL35 - Bombardier Challenger 300	C	II	1B	1	1	2
###	May-19	CUB - Columbia	Jet	LJ55 - Bombardier Learjet 55	C	I	0	0	1	1
###	May-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	3	3	6
###	May-19	CUB - Columbia	Jet	C525 - Cessna CitationJet/CJ1	B	I	1A	3	3	6
###	May-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	9	9	18
###	May-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	2	2	4
###	May-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	1	1	2
###	May-19	CUB - Columbia	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	0	1	1	2
###	May-19	CUB - Columbia	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	0	3	3	6
###	May-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	4	4	8

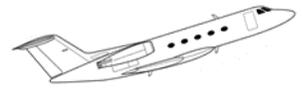
##	May-19	CUB - Columbia	Jet	C25M - Cessna Citation M2	B	I	1A	0	1	1
##	Jun-19	CUB - Columbia	Jet	F900 - Dassault Falcon 900	B	II	1B	1	1	2
##	Jun-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	5	5	10
##	Jun-19	CUB - Columbia	Jet	C525 - Cessna CitationJet/CJ1	B	I	1A	2	2	4
##	Jun-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	11	11	22
##	Jun-19	CUB - Columbia	Jet	C55B - Cessna Citation Bravo	No Data	No Data	No Data	1	1	2
##	Jun-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	3	4	7
##	Jun-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	1	1	2
##	Jun-19	CUB - Columbia	Jet	C68A - Cessna Citation Latitude	B	II	1B	1	1	2
##	Jun-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	10	10	20
##	Jun-19	CUB - Columbia	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	0	2	1	3
##	Jun-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	2	3	5
##	Jun-19	CUB - Columbia	Jet	E55P - Embraer Phenom 300	B	II	0	1	1	2
##	Jun-19	CUB - Columbia	Jet	LJ45 - Bombardier Learjet 45	C	I	0	1	1	2
##	Jul-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	2	0	2
##	Jul-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	5	4	9
##	Jul-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	6	6	12
##	Jul-19	CUB - Columbia	Jet	C55B - Cessna Citation Bravo	No Data	No Data	No Data	1	1	2
##	Jul-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	2	2	4
##	Jul-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	3	5	8
##	Jul-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	2	3	5
##	Jul-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	2	3	5
##	Jul-19	CUB - Columbia	Jet	E55P - Embraer Phenom 300	B	II	0	2	2	4
##	Jul-19	CUB - Columbia	Jet	LJ75 - Learjet 75	C	II	0	0	1	1
##	Jul-19	CUB - Columbia	Jet	LJ60 - Bombardier Learjet 60	C	I	0	1	1	2
##	Jul-19	CUB - Columbia	Jet	E55P - Embraer Phenom 300	B	II	0	1	1	2
##	Aug-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	1	1	2
##	Aug-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	2	2	4
##	Aug-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	5	5	10
##	Aug-19	CUB - Columbia	Jet	C525 - Cessna CitationJet/CJ1	B	I	1A	0	1	1
##	Aug-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	10	10	20
##	Aug-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	1	1	2
##	Aug-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	2	2	4
##	Aug-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	2	2	4
##	Aug-19	CUB - Columbia	Jet	C750 - Cessna Citation X	B	II	0	1	1	2
##	Aug-19	CUB - Columbia	Jet	CL60 - Bombardier Challenger 600/601/604	C	II	0	2	2	4
##	Aug-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	3	3	6
##	Aug-19	CUB - Columbia	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	0	1	1	2
##	Aug-19	CUB - Columbia	Jet	LJ60 - Bombardier Learjet 60	C	I	0	2	2	4
##	Aug-19	CUB - Columbia	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	0	1	1	2
##	Aug-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	2	1	3
##	Aug-19	CUB - Columbia	Jet	C25C - Cessna Citation CJ4	B	II	1B	1	1	2
##	Aug-19	CUB - Columbia	Jet	E55P - Embraer Phenom 300	B	II	0	8	8	16
##	Aug-19	CUB - Columbia	Jet	LJ75 - Learjet 75	C	II	0	1	0	1
##	Sep-19	CUB - Columbia	Jet	LJ75 - Learjet 75	C	II	0	2	0	2
##	Sep-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	1	1	2
##	Sep-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	1	1	2
##	Sep-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	1	1	2
##	Sep-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	2	2	4
##	Sep-19	CUB - Columbia	Jet	C525 - Cessna CitationJet/CJ1	B	I	1A	0	1	1
##	Sep-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	14	16	30
##	Sep-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	3	3	6
##	Sep-19	CUB - Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	1	1	2
##	Sep-19	CUB - Columbia	Jet	CL35 - Bombardier Challenger 300	C	II	1B	1	1	2
##	Sep-19	CUB - Columbia	Jet	F900 - Dassault Falcon 900	B	II	1B	1	1	2
##	Sep-19	CUB - Columbia	Jet	FA50 - Dassault Falcon/Mystère 50	B	II	1B	1	1	2
##	Sep-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	5	5	10
##	Sep-19	CUB - Columbia	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	0	1	1	2
##	Sep-19	CUB - Columbia	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	0	1	2	3
##	Sep-19	CUB - Columbia	Jet	C25A - Cessna Citation CJ2	B	I	1A	2	2	4
##	Sep-19	CUB - Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	3	3	6
##	Sep-19	CUB - Columbia	Jet	C25M - Cessna Citation M2	B	I	1A	1	1	2
##	Sep-19	CUB - Columbia	Jet	E55P - Embraer Phenom 300	B	II	0	1	1	2
##	Sep-19	CUB - Columbia	Jet	LJ75 - Learjet 75	C	II	0	2	4	6
##	Sep-19	CUB - Columbia	Jet	CL30 - Bombardier (Canadair) Challenger 300	C	II	1B	1	1	2
##	Oct-19	CUB - Columbia	Jet	CL35 - Bombardier Challenger 300	C	II	1B	1	1	2
##	Oct-19	CUB - Columbia	Jet	C501 - Cessna I/SP	B	I	0	5	5	10
##	Oct-19	CUB - Columbia	Jet	C525 - Cessna CitationJet/CJ1	B	I	1A	0	2	2
##	Oct-19	CUB - Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	10	10	20
##	Oct-19	CUB - Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	2	2	4
##	Oct-19	CUB - Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	3	3	6
##	Oct-19	CUB - Columbia	Jet	F900 - Dassault Falcon 900	B	II	1B	1	1	2
##	Oct-19	CUB - Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	3	3	6
##	Oct-19	CUB - Columbia	Jet	LJ60 - Bombardier Learjet 60	C	I	0	1	1	2

##	Oct-19	CUB	Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	5	5	10
##	Oct-19	CUB	Columbia	Jet	C68A - Cessna Citation Latitude	B	II	1B	1	1	2
##	Oct-19	CUB	Columbia	Jet	CL60 - Bombardier Challenger 600/601/604	C	II	0	1	1	2
##	Nov-19	CUB	Columbia	Jet	GA5C - G-7 Gulfstream G500	No Data	No Data	No Data	1	0	1
##	Nov-19	CUB	Columbia	Jet	CL60 - Bombardier Challenger 600/601/604	C	II	0	1	1	2
##	Nov-19	CUB	Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	1	1	2
##	Nov-19	CUB	Columbia	Jet	LJ60 - Bombardier Learjet 60	C	I	0	1	1	2
##	Nov-19	CUB	Columbia	Jet	C501 - Cessna I/SP	B	I	0	5	5	10
##	Nov-19	CUB	Columbia	Jet	C525 - Cessna CitationJet/CJ1	B	I	1A	1	1	2
##	Nov-19	CUB	Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	12	11	23
##	Nov-19	CUB	Columbia	Jet	C55B - Cessna Citation Bravo	No Data	No Data	No Data	1	2	3
##	Nov-19	CUB	Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	2	3	5
##	Nov-19	CUB	Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	3	3	6
##	Nov-19	CUB	Columbia	Jet	F900 - Dassault Falcon 900	B	II	1B	1	1	2
##	Nov-19	CUB	Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	6	6	12
##	Nov-19	CUB	Columbia	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	0	2	2	4
##	Nov-19	CUB	Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	1	1	2
##	Nov-19	CUB	Columbia	Jet	C25M - Cessna Citation M2	B	I	1A	2	2	4
##	Nov-19	CUB	Columbia	Jet	E55P - Embraer Phenom 300	B	II	0	3	3	6
##	Nov-19	CUB	Columbia	Jet	LJ75 - Learjet 75	C	II	0	2	2	4
##	Nov-19	CUB	Columbia	Jet	C68A - Cessna Citation Latitude	B	II	1B	2	2	4
##	Nov-19	CUB	Columbia	Jet	CL30 - Bombardier (Canadair) Challenger 300	C	II	1B	1	1	2
##	Dec-19	CUB	Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	0	1	1
##	Dec-19	CUB	Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	1	1	2
##	Dec-19	CUB	Columbia	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	0	1	1	2
##	Dec-19	CUB	Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	1	1	2
##	Dec-19	CUB	Columbia	Jet	C501 - Cessna I/SP	B	I	0	4	4	8
##	Dec-19	CUB	Columbia	Jet	C550 - Cessna Citation II/Bravo	B	II	0	8	8	16
##	Dec-19	CUB	Columbia	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	0	1	2	3
##	Dec-19	CUB	Columbia	Jet	C680 - Cessna Citation Sovereign	B	II	1B	2	2	4
##	Dec-19	CUB	Columbia	Jet	CL30 - Bombardier (Canadair) Challenger 300	C	II	1B	1	1	2
##	Dec-19	CUB	Columbia	Jet	C25B - Cessna Citation CJ3	B	II	2	4	5	9
##	Dec-19	CUB	Columbia	Jet	C56X - Cessna Excel/XLS	B	II	0	1	1	2
##	Dec-19	CUB	Columbia	Jet	E55P - Embraer Phenom 300	B	II	0	1	1	2

**Total Operations**      **887**

Report created on Tue Apr 20 10:49:10 EDT 2021

Sources: Traffic Flow Management System Counts (TFMSC), Aviation System Performance Metrics (ASPM)



# **Appendix E**

**CUB Airport Layout Plan Update (LPA 2011)**

**Conceptual Runway Extension Development (WKD 2018)**







### Runway Extension Justification Study Goal

- FAA requires airport to assemble data supporting need by operating aircraft following FAA guidelines (FAAAC 150/5325-4B *Runway Length Requirements for Airport Design*)
- FAA reviews and concurs or does not concur with request. May ask for more information.
- If concurrence is received, project process begins based on available AIP funding (90%).
- CUB is non-towered facility operations are not recorded and effort must be made to assemble, analyze, and present

### Runway Extension Development Step Process

Pre-Development → Development



### Data Available

- Traffic Flow Management System Counts (TFMSC) from the FAA
- Automatic Dependent Surveillance-Broadcast (ADS-B) data from Richland County
- Partial fuel logs for the years 2016-2018
- Operational need letters from frequent large aircraft operators
- Knowledge and relationships of staff at CUB



### FAA's View of Justification

Chapter 3, Section 306 ("General Aviation Airports") of AC 150/5325-4B states:

"General aviation (GA) airports have witnessed an increase use of their primary runway by scheduled airline service [does not apply to CUB] and privately owned business jets. Over the years business jets have proved themselves to be a tremendous asset to corporations by satisfying their executive needs for flexibility in scheduling, speed, and privacy. In response to these types of needs, GA airports that receive regular usage by large airplanes over 12,500 pounds MTOW, in addition to business jets, should provide a runway length comparable to non-GA airports. That is, the extension of an existing runway can be justified at an existing GA airport that has a need to accommodate heavier airplanes on a frequent basis."

### Runway Extension Justification Study Findings

**Table 1: Supplemental Operations to TFMSC Data**

Operator	Aircraft Make/Model	Approximate Annual Operations	2018 TFMSC Operations by Aircraft Model
Airstat, Inc.	Cessna Citation 560 (2)	96	52
Aircraft Maintenance Services, Inc.	Cessna Citation 550	48	53
Bennett Capital	Phenom 300 Falcon 500XL	50	46
Elvo Corporation	Cessna Citation 550 Cessna Citation 550	240	394
Capital Air SC, LLC	Beechcraft Hawker 900P	120	0
DJM Properties, Inc.	LeaseJet 60	24	18
E.M. Shields, Inc.	Cessna Citation 550	192	245
<b>Annual Operations by Above Aircraft</b>		<b>770</b>	<b>408*</b>
Additional Large Aircraft Operations Recorded by TFMSC		N/A	422
<b>Annual Operations by All Large Aircraft</b>		<b>770</b>	<b>830*</b>

\*Note: Operations by the same aircraft type duplicated above were not duplicated in total operations count.



### Key Points in Discussion with FAA

- FAA initial comments/questions:
  - Discussion of the MOS
  - Timing and addressing current pavement projects on CIP
  - Additional information on performance data of critical aircraft
  - The extended runway attracting larger aircraft leading to a change in Airport Classification from B-II to C-II



## 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 Mo] to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: June 15, 2021

Second Reading: July 13, 2021

Third Reading: August 31, 2021 {Tentative}

Public Hearing: August 31, 2021

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 MO 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, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

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

WHEREAS, Project Mo, (“Sponsor”), desires to relocate its manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$3,030,000.00 and the creation of thirteen (13) full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park to the extent not already included therein; and (3) 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, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: June 15, 2021  
Second Reading: July 13, 2021  
Public Hearing: August 31, 2021  
Third Reading: August 31, 2021

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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

**BETWEEN**

**PROJECT MO**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	Project Mo	"Sponsor"
<b>Project Location</b>		Exhibit A
<b>Tax Map No.</b>		Exhibit A
<b>FILOT</b>		
• Phase Exemption Period	30 Years	Section 1.1
• Contract Minimum Investment Requirement	\$3,030,000.00	Section 1.1
• Contract Minimum Jobs Requirement	13	Section 1.1
• Investment Period	5 Years	Section 1.1
• Assessment Ratio	6%	Section 4.1
• Millage Rate	550.2	Section 4.1
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1
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• Brief Description	40%	Section 5.1
• Credit Term	10 Years	Section 5.1
• Claw Back	Pro Rata	Exhibit E
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**FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT**

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

WITNESSETH:

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

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to relocate a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than Three Million Thirty Thousand Dollars (\$3,030,000.00) and the creation of thirteen (13) full-time jobs;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to relocate its Facility in the County.

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

**ARTICLE I  
DEFINITIONS**

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the

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

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$3,030,000.00

“**Contract Minimum Jobs Requirement**” means not less than thirteen (13) full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

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

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2055, the Final Termination Date is expected to be January 15, 2027, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2026.

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

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

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

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

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

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the twenty-ninth (29<sup>th</sup>) year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Project Mo and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and

following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on [June 15, 2021] by adopting an Inducement Resolution, as defined in the Act.

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

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

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

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

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

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

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

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

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

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the

Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2022, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to .5502, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020.

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

by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

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

**Section 4.4. Damage or Destruction of Economic Development Property.**

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

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

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

**Section 4.5. Condemnation.**

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

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

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

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

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

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

**ARTICLE V  
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 with no obligation to repay Infrastructure Credits; or

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

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

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

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

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

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or

any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. *Indemnification Covenants.***

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

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

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

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

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

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

performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

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

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

**Section 8.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000.00. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

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

**Section 9.2. *Primary Responsibility.*** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor

and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X  
MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

Project Mo

**WITH A COPY TO (does not constitute notice):**

Robinson Gray Stepp & Lafftte, LLC  
Attn: Molly Campolong  
PO Box 11449  
Columbia, SC 29211

**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, including but not limited to issues of public health, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

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

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

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

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

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

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

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

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

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

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

**PROJECT MO**

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

1041 PONDEROSA POINT DRIVE

R09413-01-013

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Mo (“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**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

All qualifying investment of the Sponsor during the Investment Period shall qualify for a 10-year, 40% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next nine annual FILOT Payments, the Sponsor will receive an annual Infrastructure Credit in an amount equal to 40% of the annual FILOT Payment with respect to the Project; provided, however, the Sponsor may elect to begin application of the Infrastructure Credit in a year other than the year in which the first annual FILOT Payment is made so long as the election is made within one of first three years in which a FILOT Payment is made. In such event, the Sponsor shall provide notice to the Economic Development Director and the Auditor of the County. Upon selection by the Sponsor of the year in which the Infrastructure Credit shall first apply, the Infrastructure Credit will continue to be applied to the next nine FILOT Payments.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

If the Sponsor fails to achieve the Contract Minimum Investment Requirement or the Contract Minimum Jobs Requirement by the end of Investment Period, then the Sponsor shall be required to repay a portion of the Infrastructure Credits received as calculated below and any Infrastructure Credits for which the Company is eligible shall be reduced on a go-forward basis by the Claw Back Percentage calculated below.

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

*For example, and by way of example only, if the County receives \$30,000 in Infrastructure Credits, and \$2,500,000 had been invested at the Project and 10 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 10/13 = 77\%$$

$$\text{Investment Achievement Percentage} = \$2,500,000/\$3,030,000 = 82.5\%$$

$$\text{Overall Achievement Percentage} = (77\% + 82.5\%)/2 = 79.75\%$$

$$\text{Claw Back Percentage} = 100\% - 79.75\% = 20.25\%$$

$$\text{Repayment Amount} = \$30,000 \times 20.25\% = \$6,075$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R21800-01-06 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R21800-01-06 from Planned Development District (PDD) to Planned Development District (PDD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2021.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

## Richland County Council Request for Action

**Subject:**

Approving the lease and sale of certain real property located in and owned by Richland County; authorizing the execution and delivery of a lease agreement with Magnus Development Partners, LLC and other matters related

**Notes:**

First Reading: April 20, 2021

Second Reading: August 31, 2021 {Tentative}

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**APPROVING THE LEASE AND SALE OF CERTAIN REAL PROPERTY  
LOCATED IN AND OWNED BY RICHLAND COUNTY; AUTHORIZING  
THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT WITH  
MAGNUS DEVELOPMENT PARTNERS, LLC AND OTHER MATTERS  
RELATED THERETO**

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

WHEREAS, the County owns approximately 26 acres of real property located in the Northpoint Industrial Park as more particularly identified by TMS No. 14900-01-02 (“Property”) on which it desires to locate a speculative manufacturing and distribution building (“Spec Building”) for the purpose of attracting a company or enterprise which will make a capital investment in the County and provide employment for the citizens of the County;

WHEREAS, to assist the County in offsetting the cost of the designing and constructing the Spec Building, the County desires to partner with Magnus Development Partners, LLC (“Magnus”) by entering into a lease agreement (“Agreement”), the form of which is attached as Exhibit A, with Magnus pursuant to which Magnus will lease the Property from the County and finance and construct the Spec Building on the Property; and

WHEREAS, the Agreement further provides Magnus an option to purchase the Property from the County at any time and the obligation to purchase the Property on the leasing of the Spec Building to a company or enterprise which will conduct manufacturing or distribution operations in the Spec Building.

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

**Section 1. Findings.** County Council determines that the lease and sale of the Property for the purpose of constructing the Spec Building is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

**Section 2. Approval of Lease and Sale of Property.** County Council approves the lease and sale of the Property by the County as more fully set forth in the Agreement and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the lease or sale of the Property as set forth in the Agreement. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the lease or sale of the Property are expressly ratified and confirmed.

**Section 3. Approval of Agreement.** County Council approves and ratifies the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County. The execution of the Agreement by any of the foregoing shall be conclusive evidence of approval of the final form of the Agreement.

**Section 4. Further Acts.** County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further

instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: April 20, 2021  
Second Reading: August 31, 2021  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF AGREEMENT**

## COMMERCIAL GROUND LEASE AGREEMENT

This Commercial Ground Lease Agreement (“**Lease**”) is hereby effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a \_\_\_\_\_ (“**Landlord**”) and **MAGNUS DEVELOPMENT PARTNERS, LLC**, a South Carolina limited liability company (“**Tenant**”).

**1. Premises:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain parcel of land bearing the address of \_\_\_\_\_, Columbia, South Carolina, \_\_\_\_\_, consisting of approximately 26 acres of land, as further described on Exhibit A attached hereto (the “**Premises**”).

**2. Terms and Options:** This Lease is for an initial “**Term**” of twenty (20) years beginning on the Commencement Date and ending (the “**Expiration Date**”) on the last day of the month containing the 240<sup>th</sup> monthly anniversary of the Commencement Date. The “**Commencement Date**” is the date that is the earlier of (i) the expiration of the Construction Period (defined below), or (ii) the date which Tenant opens the Premises for business. Provided no Event of Default has occurred, Tenant may extend the Term for five (5) additional periods of five (5) years each (each, an “**Option Period**”). Each Option Period shall be deemed automatically exercised unless Tenant gives written notice to the contrary to Landlord not later than one hundred eighty (180) days before expiration of the then current Term. References to the Term shall include the initial Term and all Option Periods.

**3. Base Rent:** Beginning on the Commencement Date, Tenant shall pay to Landlord Base Rent in the amount of \$1.00 per year, with Base Rent for the full Term paid on or prior to the Effective Date. Base Rent shall be paid without demand, setoff or abatement, except as otherwise permitted under this Lease.

Each of the foregoing amounts of rent are to be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord, except as otherwise provided in this Lease to the contrary. All such rent shall be paid to Landlord in legal tender of the United States.

**4. Additional Rent:** Tenant shall pay (i) real estate taxes for the Premises, if any, directly to the taxing authority prior to the date the same are delinquent, and (ii) utilities serving the Premises in accordance with Section 8. Landlord shall cooperate with Tenant to cause invoices for real estate taxes and utilities sent to Tenant directly. Tenant shall, at its expense, obtain the insurance described in Section 15. Tenant is not obligated to pay any charges under any instruments of record regarding the Premises unless such obligations are expressly set forth in this Lease.

This Lease shall be deemed a “triple net” lease. Tenant shall pay to Landlord, absolutely net throughout the Term, or pay to third parties directly as specified in this Lease, all taxes, charges, assessments, costs, impositions and expenses of any kind arising from, concerning, or relating to the Premises and/or the Tenant’s use or occupancy thereof, except as otherwise expressly provided to the contrary in this Lease.

5. **Premises Condition:** Tenant hereby accepts the Premises in its existing condition.

6. **Tenant's Work:** Tenant shall design and construct a 210,000 +/- square foot manufacturing/distribution building (expandable to 300,600 square feet) ("**Building**") on the Premises as further described and shown on Exhibit B (site plan), Exhibit C (elevations) and Exhibit D (abbreviated building outline specifications) at Tenant's sole cost and expense ("**Tenant's Work**"). Tenant's Work will be performed in accordance with applicable laws, ordinances, rules and regulations (collectively the "**Laws**").

7. **Permitted Use:** Tenant shall have the right to use the Premises for the operation of a manufacturing/distribution facility and for any other lawful use. Tenant shall at all times comply with all applicable Laws.

8. **Utilities:** Tenant shall pay, all the cost of all utilities serving the Premises including, but not limited to, heat, water, sewer, electric, gas, and garbage and waste pickup.

9. **Development Periods; Termination Rights:**

A. **Inspection Period:** Tenant shall have ninety (90) days after the Effective Date of this Lease (the "**Inspection Period**") to enter the Premises from time-to-time and conduct any and all tests and investigations with respect to the Premises that Tenant may desire, including architectural, engineering, surveys, soil boring and environmental tests and investigations to determine the feasibility of developing the site (collectively, "**Feasibility Studies**"). Landlord shall cooperate with Tenant and its agents in permitting access to the Premises to conduct the Feasibility Studies. Tenant shall have the right to terminate this Lease, for any or no reason, prior to the expiration of the Inspection Period by written notice to Landlord, in which event this Lease shall be deemed null and void and neither party shall have any further rights or obligations hereunder. Tenant shall provide Landlord a copy of any and all tests conducted during the Inspection Period.

B. **Permitting Period:** Tenant shall have one hundred eighty (180) days after the expiration of the Inspection Period (the "**Permitting Period**") to diligently pursue and to acquire all necessary approvals and permits deemed necessary by Tenant without unusual or extraordinary expense for the development of the Premises for Tenant's intended purposes (collectively the "**Permits**"). Tenant shall submit the application for the land disturbance permit within thirty (30) days of the commencement of the Permitting Period and shall diligently pursue all Permits. The Permitting Period shall be deemed to expire, and the Construction Period shall commence, upon receipt by Tenant of all Permits. Landlord shall cooperate with Tenant and its agents in permitting access to the Premises, execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may require in connection with applications for such Permits. Landlord, at no cost to Landlord, shall support Tenant in obtaining for the benefit of the ultimate operator at the Premises any economic incentives available for the Premises including, but not limited to, a fee in lieu of taxes agreement to the extent Tenant presents a qualifying project based on the ultimate operator at the Premises. Tenant shall have the right to terminate this Lease due to Tenant's inability to obtain the

necessary permits or approvals and/or rezoning of the Premises, if so required (without extraordinary expense), at any time prior to the expiration of the Permitting Period, in which event this Lease shall be deemed null and void and neither party shall have any further rights or obligations hereunder.

**C. Construction Period:** Tenant shall have twenty-four (24) months from the expiration of the Permitting Period (the “**Construction Period**”) to construct all improvements necessary for Tenant’s contemplated operations at the Premises and complete all Tenant’s Work, at Tenant’s sole cost. Failure to complete all Tenant’s Work prior to the end of the Construction Period shall constitute an Event of Default. Notwithstanding anything to the contrary contained herein, if Tenant determines (in Tenant’s reasonable discretion) during the initial eighteen (18) months of the Construction Period that economic conditions/factors such as development and construction pricing and market leasing conditions are not favorable for proceeding with development of Tenant’s project, and Tenant has not otherwise commenced construction of the Premises, then Tenant may terminate this lease by providing written notice of such termination to Landlord no later than the last day of the eighteenth (18<sup>th</sup>) month of the Construction Period, and upon termination, this Lease shall be deemed null and void and neither party shall have any further rights or obligations hereunder. Once Tenant has commenced construction, the termination right set forth in this section shall be null and void.

**D. Landlord Right of Termination:** At any point prior to the commencement of construction by Tenant, and subject to satisfaction of the Landlord Termination Conditions (as defined below), Landlord may terminate this Lease by providing written notice to Tenant of such termination. Upon termination by Landlord, Landlord shall pay to Tenant the Landlord Termination Fee (as defined below). Notwithstanding anything to the contrary contained herein, Landlord’s right to terminate shall be suspended during the term of any letter of intent, for either a sale of the Premises or lease of the Premises that would trigger Tenant’s purchase option under Section 26 below, executed by Tenant and Tenant’s interested party, and such right to terminate shall be void upon Landlord’s receipt of written notice from Tenant that Tenant intends to proceed with commencement of construction.

“**Landlord Termination Conditions**” shall mean the following: (i) Landlord has agreed to terms with a third-party manufacturer (the “**Operator**”) on terms under which such Operator will acquire title to the Premises and construct a facility in which Operator will conduct manufacturing operations (the “**Project**”), (ii) following construction of the Project, the Operator will continue to own fee simple title to the Premises, (iii) the Operator has advised Landlord that the Project has unique, special purpose aspects that make it desirable for the Operator to own the Premises during, and oversee, construction, and (iv) following completion of the Project, the Operator will have invested not less than \$50,000,000 at the Premises.

“**Landlord Termination Fee**” - In the event Termination occurs either before or within ninety of days from receipt of Tenant’s building permit, Tenant shall be reimbursed for all out of pocket expenses evidenced by paid invoices submitted by Tenant (up to, but not exceeding, \$75,000) plus a \$50,000 termination fee. In the event Termination occurs after ninety days of receipt of Tenant’s building permit, Tenant shall be reimbursed for all out of pocket

expenses evidenced by paid invoices submitted by Tenant (up to, but not exceeding, \$75,000) plus a \$100,000 termination fee.

**10. Landlord's Representations:**

**A. Access.** Landlord expressly warrants that the Premises has direct access to public streets.

**B. Intentionally Deleted.**

**11. Documentation:** Not later than five (5) business days after the Effective Date, Landlord shall provide Tenant with a copy of all documents within Landlord's possession (or reasonably attainable by Landlord) regarding the Premises, including copies of Landlord's title (or title policy), any existing surveys, environmental studies, encumbrances, etc. including, without limitation, a copy of any existing or pending exclusive or restrictive use provisions that now or hereafter shall burden the Premises.

**12. Maintenance:** Tenant, at its sole cost, shall be responsible for all repairs, replacement, and maintenance of the Building and Premises, including but not limited to the roof, foundation, and structural integrity of the Building and improvements on the Premises, all sewer and water lines serving the Premises, in good working condition and in a clean and litter-free appearance at all times. Landlord shall have no responsibility to repair the Premises.

**13. Environmental:** Tenant shall be responsible for, and indemnify Landlord against, any environmental incidents or discharges at the Premises first occurring during the Term of this Lease, including any resulting from Tenant's use of the Premises or the acts or omissions of Tenant's agents, employees or invitees. This indemnification precedes, is concurrent with, and survives the expiration or termination of this Lease in all respects. Tenant shall promptly report to Landlord and any applicable authorities any reportable environmental incidents or discharges at the Premises. During the Inspection Period, Tenant may perform a Phase I and/or II Environmental Audit using Tenant's selected firm. Tenant shall have no responsibility for hazardous materials or environmental issues located within the Premises prior to the Effective Date, or which were subsequently brought thereon by Landlord or any other tenant of Landlord (if any), or either party's employees, agents or contractors.

Landlord hereby represents to Tenant that, to the best of Landlord's knowledge, without duty of investigation:

**A.** No investigation, review, compliance order or penalty notice has been issued and/or is pending or threatened by any governmental authority or other person with respect to the presence of hazardous material contamination on the Premises or the alleged failure of the Landlord to comply with any governmental requirement.

**B.** There are no environmental liens on the Premises and no government actions have been taken or are in process that could subject the Premises to such liens, and the Landlord

would not be required to place any notice or restriction related to the presence of hazardous materials on the Premises in any deed or public record.

**C.** There are no underground storage tanks on or under the Premises and the Premises is not under any current or planned environmental remediation process.

**D.** There are no existing conditions which may create an environmental liability.

To the extent permitted by applicable law, Landlord shall reimburse Tenant for all actually-incurred costs and expenses directly or indirectly related to: (a) a violation of or responsibility under environmental laws except that if such claims first occur during the Term of this Lease or are directly related to Tenant's, or Tenant's agents, contractors or employees use, manufacture, storage, release or disposal of a hazardous substance on the Premises; or (b) a breach of any Landlord representation or covenant or agreement contained in this Article.

**14. Signage:** Upon obtaining all necessary licenses and permits, Tenant may place signage and/or decorations on and within the Premises. Tenant will be responsible for their condition and upkeep. All signage at all times shall comply with all applicable laws, ordinances, rules and regulations.

**15. Insurance:** Beginning on the first day of the Construction Period, and continuing thereafter, Tenant shall maintain at its own cost,

**A. General Liability Insurance:** Commercial general liability insurance against claims for property damage and personal injury or death occurring on the Premises. Such insurance shall name Landlord as an additional insured and shall be maintained in the minimum amount of \$1,000,000 per occurrence, bodily injury and property damage combined single limit, and a general aggregate limit of not less than \$2,000,000.00.

**B. Property Insurance:** Commercially common "Special Form" policy property insurance covering (i) all buildings, facilities, improvements and other constructions forming part of the Premises or located thereon, and (ii) all of Tenant's furniture, fixtures, equipment, inventory and all other personal property located in, upon, or about the Premises, or used in the conduct of Tenant's business in, upon, or about the Premises. All limits of liability shall be ninety percent (90%) of replacement cost. All proceeds of Tenant's property insurance shall be Tenant's property.

Tenant shall deliver to Landlord a Certificate of Insurance, certifying such insurance coverage and all renewals thereof.

All insurance policies required to be carried by Tenant as provided in this Section 15 shall be issued by insurance companies which have an A- or better rating by Best's Insurance Rating Service and are authorized and licensed to do business in the State of South Carolina. All such policies shall be for periods of not less than one year and Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall require not less than thirty

(30) days written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder (ten (10) days for non-payment of premium).

**16. Indemnity and Limitation of Landlord Liability:** Tenant shall defend (with counsel reasonably approved by Landlord), indemnify and hold harmless Landlord and its members, managers, employees, officers, successors and assigns (collectively, the “**Indemnitees**”) from and against any and all claims, demands, causes of action, liability, damages, penalties, judgments, costs and expenses, including without limitation, attorney’s fees, costs and expenses suffered or incurred by any Indemnitees or made or asserted against any Indemnitees, and arising from damage to property or injury, or death of any person, sustained in, on, about or around the Premises resulting from, arising out of or in connection with: (i) Tenant’s possession, use, occupancy, management, repair, maintenance or control of the Premises or any portion thereof; (ii) inspection, permitting, construction, destruction, alteration, renovation, or replacement of any and all buildings and improvements on the Premises at any time during the Term; and (iii) any act or omission of Tenant, its officers, agents, employees, licensees, contractors, customers, licensees, or invitees. This indemnity shall survive termination of this Lease.

Except for the negligence or misconduct of Landlord, its agents, employees and contractors, Landlord shall not be responsible or liable for any damage or injury to the improvements or personal property of Tenant. Tenant hereby assumes responsibility for the condition of the Premises, including any and all buildings and improvements to be constructed thereon. To the extent permitted by applicable law, Landlord shall reimburse Tenant and its members, managers, employees, officers, successors and assigns, for all actually-incurred costs and expenses resulting from any and all claims, causes of action, liability, damage, expenses, penalties, judgments, costs and expenses suffered or incurred by Tenant or made or asserted against Tenant, and arising from damage to property or injury or death of any person on the Premises arising out of the negligence or misconduct of Landlord, its agents, employees and contractors.

**17. Assignment and Subletting:** Except as provided herein, Tenant shall not assign this Lease or sublet all or any portion of the Premises, without Landlord’s prior written consent, not to be unreasonably withheld, conditioned or delayed. No such assignment or subletting hereunder shall release Tenant of its obligations under this Lease.

**18. Defaults:**

**A. Tenant Default:** An “**Event of Default**” shall occur if Tenant shall fail to (a) pay any Rent or Additional Rent provided for under this Lease (including without limitation taxes, insurance and utilities) on the day when the same shall become due and payable hereunder, and such default continues for ten (10) days after Tenant receives written notice; (b) comply with any of the other obligations of this Lease, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant’s default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion; (c) file in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or

trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors, or there shall be filed against Tenant in any courts pursuant to any statute of the United States or of any state, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant shall not be dismissed within sixty (60) days following the commencement thereof; or (d) have its leasehold interest in the Premises or property therein seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

Following the occurrence of an Event of Default, Landlord shall have the right, at Landlord's option, to:

(i) terminate this Lease and all rights of Tenant under this Lease; and

(ii) re-let the Premises on such terms as Landlord shall deem reasonable and Tenant shall reimburse Landlord for all expenses of re-letting.

The foregoing provisions are without prejudice to any other rights otherwise available at law or in equity under applicable law, except as may be expressly provided to the contrary in this Lease.

Should Landlord terminate this Lease as provided in this article, Landlord may enter the Premises and remove all persons, or personal property, and dispose of all personal property, without liability therefor or compensation therefor.

Any provision of this Lease to the contrary notwithstanding, neither party hereunder shall be permitted to recover from the other, punitive, speculative, lost profits (for the purposes of this Section 18 (A), "lost profits" shall not include Rent and Additional Rent) or similar consequential damages as a result of the other party's violation of its obligations under this Lease.

**B. Landlord Default:** If Landlord shall fail to perform any Landlord obligation under this Lease, and any such default shall continue for a period of thirty (30) days after written notice to Landlord (or if such default is incapable of being cured in a reasonable manner within thirty (30) days then, if Landlord has not commenced to cure the same within said thirty (30) day period and thereafter diligently prosecuted the same to completion), Tenant shall have the right, at Tenant's option, to terminate this Lease. Tenant shall also be entitled at its election, to exercise concurrently or successively, any and all remedies otherwise provided in this Lease including the right of self-help, set-off and compensation, and any other rights otherwise available at law or in equity under applicable law.

**19. Condemnation:** If the whole or any part of the Premises (including parking area) shall be taken or condemned by any authority (eminent domain) for any public use or purpose during

the Term of this Lease, Tenant reserves unto itself the right to prosecute its claim against the condemning authority for any award upon its leasehold interest, loss of business, alterations, and improvements constructed by Tenant for such taking, without impairing any rights of the Landlord for the taking of or injury to the Premises. Landlord shall be entitled to all proceeds awarded for the land that comprises the Premises for loss of rents, and any other related damages or award.

If the whole or any part of the Premises shall be taken, condemned or blocked from the existing public streets, and the part so taken includes the building or improvements, or any part thereof, or the part so taken includes any part of the Premises in excess of twenty five percent (25%), then in any such event, Tenant may at any time thereafter elect to terminate this Lease, with Tenant liable in such event only for rents accrued to the date of surrender of said Premises to Landlord, or Tenant may continue this Lease with the rent decreasing proportionately as to the percentage of the Premises taken. If, as a result of the condemnation (and failure of Tenant to terminate this Lease) repair work is required at the Premises and Tenant is unable to operate, rent shall abate for a maximum of ninety (90) days for completion of such repair work.

**20. Casualty:** If, at any time during the Term, the buildings or improvements located on the Premises shall be destroyed or damaged by fire or other casualty, then, Tenant at its own cost, shall cause the same to be repaired, replaced or rebuilt in accordance with the standards and quality of Tenant's initial improvements, within a reasonable period of time taking into account all prevailing circumstances. Notwithstanding the foregoing, if the building and improvements on the Premises have been damaged or destroyed to an extent greater than fifty percent (50%) of their then current fair market value, and there is less than three (3) years remaining on the then current Term, Tenant shall have the right to elect not to repair or replace the buildings and terminate this Lease. If Tenant terminates this Lease hereunder, Tenant shall assign all insurance proceeds pertaining to the buildings to Landlord including any amounts for deductibles. All other insurance proceeds, including those for Tenant's signs, furniture, fixtures, equipment, inventory and other personal property are Tenant's property. Nothing contained herein shall relieve Tenant of its obligations under this Section 20 if the destruction or damage is not covered, either in whole or in part, by insurance.

**21. Title Representations:** Landlord hereby represents and warrants to Tenant the following: (i) Landlord has good and marketable title to the Premises, (ii) Landlord shall be liable for any disturbances of Tenant's possession of the Premises resulting from any claims that Landlord does not have good and marketable title to the Premises, and (iii) the Premises is not encumbered by a lien or other privilege which has priority over this Lease other than those encumbrances and encroachments of record or to be placed of record upon the Closing.

Landlord shall not allow, create or suffer any tax lien, levies or privileges, or other encumbrance against the Premises pursuant to any local, state or federal law, which would have priority over the leasehold estate created by this Lease or adversely affect the rights of Tenant hereunder. Landlord shall be liable for any disturbances of Tenant's possession of the Premises resulting from any claims that Landlord does not own and have good and marketable title to the Premises.

Provided no Event of Default has occurred, Tenant shall have the quiet possession of the Premises for the entire Term hereof, without disturbance by Landlord, or anyone claiming by, through or under Landlord, subject to all of the provisions of this Lease.

**22. Notices:** All notices required or permitted to be given hereunder shall be in writing and shall be sent by (i) email (provided that a hard copy referencing the date of email transmission is sent the same day by one of the other methods of delivery set forth below), (ii) United States Postal Service (either Certified or Registered) or nationally recognized overnight mail services, addressed as follows:

To Landlord: Magnus Development Partners, LLC  
719 Holly Street, Ste. A  
Columbia, SC 29205  
Tel.: (803) 256.5055  
Email: bill@magnusdevelopment.com

To Tenant: Richland County, South Carolina  
2020 Hampton Street  
Columbia, South Carolina 29201  
Attn: County Administrator  
Tel.: 803.576.2054  
Email: \_\_\_\_\_

Richland County, South Carolina  
Economic Development Office  
1201 Main Street, Suite 1110  
Columbia, South Carolina 29201  
Attn: Jeff Ruble  
Tel.: 803.576.2043  
Email: RUBLE.JEFF@richlandcountysc.gov

All notices shall be deemed given when received or rejected.

**23. Surrender:** At the expiration or earlier termination of this Lease, Tenant shall peacefully surrender possession of the Premises, together with all buildings and improvements thereon in good and clean condition without compensation therefor. Tenant shall remove Tenant's furniture, trade fixtures, equipment, inventory and signage prior to the termination of this Lease or any exercised Option Period, and shall repair any damage incurred or resulting from the removal of any of Tenant's furniture, trade fixtures, equipment, inventory and signage.

If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Term (or Option Period) or earlier termination of this Lease without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the rent payable under this Lease by such tenant at sufferance shall be one hundred fifty percent (150%) of the base rental rate in effect immediately prior to the expiration

of the Term (or Option Period) or earlier termination of this Lease and one hundred percent (100%) of all additional regularly scheduled charges. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

**24. Force Majeure:** Other than the payment of rent, Landlord and Tenant, shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond either party's control which shall include, without limitation, civil commotion, war, rebellion, military or usurped power, governmental regulations, pandemic, epidemic, disease, or other public health emergencies along with collateral effects and consequences thereof, fire, flood, or other casualties, or through acts of God. Force Majeure shall not excuse any monetary obligation of either party.

**25. Brokers:** Landlord and Tenant represent and warrant each to the other that they have not dealt with any brokers in connection with this Lease. Either party guilty of a breach of this representation and warranty shall, to the extent permitted by applicable law, reimburse the other party for any actually-incurred costs in connection with claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees for commissions resulting from or arising out of such party's actions in violation of this representation and warranty.

**26. Tenant's Obligation to Purchase:** During the term of this Lease, Tenant shall purchase the Premises from Landlord upon the leasing (and commencement of rent) of the Building (or any portion thereof) by a credit tenant. Tenant covenants and agrees not to lease any portion of the Premises to a party other than a credit tenant. The purchase price for the Premises shall be \$300,000.00, unless otherwise waived by the Landlord. Closing of the purchase of the Premises shall take place within ninety (90) days of such leasing and rent commencement in accordance with typical and customary terms and conditions of such a transaction.

Notwithstanding anything to the contrary contained herein, at any point during the term of the Lease, Tenant, at Tenant's sole election, may purchase the Premises from the Landlord for the amount of \$300,000.00. Closing of the purchase of the Premises shall take place within ninety (90) days of delivery of Tenant's notice to Landlord of Tenant's election to purchase the Premises. Closing shall take place in accordance with typical and customary terms and conditions of such a transaction.

In the event the purchase of the Premises by Tenant triggers the return of the South Carolina Department of Commerce ("SCDOC") site enhancement grant ("**Site Grant**"), then Tenant, within sixty (60) days after the closing of the purchase of the Premises, shall pay Landlord an additional amount of \$500,000.00 for reimbursement to SCDOC for the Site Grant.

In the event the Tenant leases the Building (or any portion thereof) to a tenant(s) which triggers the return of the SCDOC Site Grant, then Tenant, within thirty (30) business days of receipt of a request from Landlord, shall remit payment to Landlord in the amount of \$500,000.00 for reimbursement to SCDOC for the Site Grant.

**27. Dispute Resolution:** Landlord and Tenant agree that for the adjudication of any controversy, dispute, or claim arising from this Lease, jurisdiction and venue are proper in, and such matter shall exclusively be resolved in, state court in Richland County, South Carolina.

THE PARTIES TO THIS LEASE HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO TRIAL BY JURY TO RESOLVE ANY CONTROVERSY, DISPUTE OR CLAIM ARISING OUT OF THE LEASE OR BREACH OR ALLEGED BREACH OF THE LEASE.

**28. Recording:** Both Landlord and Tenant agree not to record this Lease. Upon request of either party, both parties shall execute and deliver a memorandum or “short form” of Lease in recordable form to be recorded at the requesting party’s expense.

**29. No Liens:** Tenant shall not allow any lien with respect to work performed at, or materials supplied to, the Premises by or on Tenant’s behalf, including any materialmen’s, supplier’s, or mechanic’s lien, charge or order for the payment of money to be filed against the Premises. If, because of any act or omission of Tenant, any mechanics or similar lien shall be filed against Landlord or the Premises, Tenant shall, at Tenant’s expense, cause the same to be discharged of record or bonded within thirty (30) days after receipt of written notice from Landlord of the filing thereof; and Tenant shall indemnify and hold harmless Landlord against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney’s fees, costs and expenses.

**30. Subordination:** Landlord represents as of the date hereof, there is no mortgage or deed of trust presently encumbering the Premises. This Lease shall be subordinate to future mortgage or deed of trust entered after the date hereof on the condition that contemporaneous with the execution of such mortgage, Landlord shall obtain from the mortgagee a subordination, non-disturbance and attornment agreement in the mortgagee’s customary form (which shall be reasonably acceptable to Tenant), stating that Tenant’s possession of the Premises and rights under this Lease shall not be disturbed as long as no Event of Default has occurred and Tenant, within twenty (20) days of receipt of such Non-Disturbance Agreement shall execute and return such agreement to Landlord.

**31. Landlord Access:** Upon reasonable notice to Tenant, Landlord may inspect the Premises, including any buildings and improvements thereon, and permit potential lenders and purchasers to do so as well. Solely during the last six (6) months of the Term, upon reasonable notice to Tenant, Landlord may permit potential tenants to inspect the Premises. All such inspections and access of the Premises shall be at reasonable hours, and shall not unreasonably interfere with Tenant’s use of the Premises. Landlord may place customary “For Sale”, signs on the Premises at any time during the Term, and the customary “For Lease” signs on the Premises during the last six (6) months of the Term. Any such signs shall be located contiguous to adjoining lots of record property lines, and shall not imply or indicate that Tenant’s business is for sale or lease, or that Tenant is going out of business.

**32. Estoppel Certificate:** Either party shall, at any time upon ten (10) days prior written notice from the other, execute, acknowledge and deliver, a statement in writing certifying (i) that this Lease is in full force and effect, (ii) the date to which any rent and other charges, if any, have been paid in advance, (iii) that there are not, to the certifying party’s knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults, if any are claimed and (iv) any other representations or certifications reasonably requested.

### 33. Tenant Financing:

**A.** Tenant shall have the right to pledge any of Tenant's equipment, inventory or other personal property, in connection with Tenant's financing. Landlord hereby waives any and all rights, statutory or otherwise, that it may have to a landlord's lien on Tenant's personal property, including Tenant's inventory, trade fixtures, and removable equipment and fixtures located within the Premises. Landlord agrees to execute, upon request, a confirmation of such waiver in a form reasonably satisfactory to Tenant and, if applicable, its lenders.

**B.** Tenant shall have the right to mortgage its leasehold interest in the Premises ("**Leasehold Mortgage**") subject to any such Leasehold Mortgage being at all times subordinate to the fee interest of Landlord in the Premises, as well as the interests of any mortgagee to whom Landlord has granted or subsequently grants a mortgage and Tenant agrees to cause its leasehold mortgagee ("**Leasehold Mortgagee**") to execute any documents required by Landlord or Landlord's mortgagee(s) to memorialize subordination of any leasehold mortgages.

Tenant shall furnish Landlord with a true and complete copy of each Leasehold Mortgage and a current notice address for the Leasehold Mortgagee. If any (prospective) Leasehold Mortgagee shall require any reasonable modification(s) of this Lease (including cure rights, rights to obtain a new lease, and other customary mortgagee protections), then Landlord shall, at Tenant's reasonable request and sole cost and expense, execute and deliver to Tenant such reasonable instruments in recordable form effecting such modification(s) as such (prospective) Leasehold Mortgagee reasonably requires, provided Landlord determines, in its reasonable discretion, that they do not materially adversely affect Landlord's rights or increase Landlord's obligations hereunder.

Notice of Default Served on Leasehold Mortgagees.

(a) No notice of default required by this Lease shall be valid, binding, or effective until the notice is served on all Leasehold Mortgagees in the manner set forth in this Lease for effective notice, at the address the Leasehold Mortgagee provides to Landlord according to the provisions set forth in this Lease.

(b) If there is a Monetary Default, then Landlord shall not exercise any of the rights and remedies provided herein unless the Monetary Default shall have continued for at least thirty (30) days after notice in writing to all Leasehold Mortgagees.

(c) If there is a curable Non-Monetary Default ("Curable Non-Monetary Default"), then Landlord shall not exercise any of the rights and remedies provided herein unless the Curable Non-Monetary Default shall have continued for at least sixty (60) days after notice in writing to all Leasehold Mortgagees. However, if it is not reasonably possible to cure the default within sixty (60) days, then the time period for curing the Curable Non-Monetary Default shall be extended, provided, however, that the default cure shall have been commenced and shall be continuing as expeditiously as reasonably practicable by actions undertaken continuously, diligently and in good faith.

(d) If there is a noncurable default (“Noncurable Default”), Landlord shall not exercise any of the termination rights or remedies provided in this Lease, or any termination remedies provided by law, if within sixty (60) days after notice in writing of such Noncurable Default, a Leasehold Mortgagee notifies Landlord it has commenced the foreclosure of its Leasehold Mortgage, and that Leasehold Mortgagee diligently and continuously prosecutes to completion such foreclosure proceedings and sale of Tenant’s leasehold interest in the Premises, or causes that leasehold interest to be conveyed and assigned in lieu of foreclosure.

Landlord agrees that in the event of the termination of this Lease by reason of any default by Tenant, and if Landlord has, prior to such termination, been given written notice of the name and address of such Leasehold Mortgagee, Landlord will enter into a new lease of the Premises with any permitted Leasehold Mortgagee or its nominee for the remainder of the term of this Lease, effective as of the date of such termination, at the rent and upon the terms, options, provisions, covenants and agreements as contained in this Lease, including without limitation the obligation to complete the Tenant’s Work prior to the end of the Construction Period to the extent not already completed, provided:

(1) Such Leasehold Mortgagee shall make written request upon Landlord for such new lease prior to or within ten (10) days after the date of such termination and such written request is accompanied by payment to Landlord of all sums then due to Landlord hereunder and any other defaults if any, are cured; and

(2) Such Leasehold Mortgagee or its nominee shall pay to Landlord at the time of the execution and delivery of said new lease any and all sums which would at that time be due hereunder but for such termination, together with any expenses, including reasonable attorneys' fees, incurred by Landlord as a result of such termination, as well as in the preparation, execution and delivery of such new lease.

No Leasehold Mortgagee shall become liable under the agreements, terms, covenants or conditions of this Lease unless and until it becomes the lessee of the leasehold estate. Any assignment of the entire interest in this Lease by any owner of the leasehold estate whose interest shall have been acquired directly by, through or under any leasehold mortgage or from any holder thereof, shall be subject to the terms and conditions herein, except that the assignor shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment, provided that the assignee shall execute and deliver to Landlord a recordable instrument of assumption satisfactory to Landlord wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease contained on Tenant's part to be performed and observed, it being the intention of the parties that once the Leasehold Mortgagee or its nominee shall succeed to Tenant's interest hereunder, any and all subsequent assignments (whether by such Leasehold Mortgagee, its nominee, or any purchaser at a foreclosure sale or other transferee or assignee from Leasehold Mortgagee or its nominee) shall upon the aforesaid assumption and agreement by the assignee, effect a release of the assignor's liability hereunder.

All of the provisions contained in this Lease with respect to leasehold mortgages and the rights of Leasehold Mortgagees shall survive the termination of this Lease for such period of time as shall be necessary to effectuate the rights granted to all Leasehold Mortgagees by the provisions of this Lease. Landlord agrees to execute, upon request, a confirmation of the rights of the parties as provided in this Section 33 in a form reasonably satisfactory to Tenant and, if applicable, its lenders.

Nothing herein contained shall require any Leasehold Mortgagee or its nominee to cure any default by Tenant hereunder.

**34. Costs and Attorney Fees:** If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). Either party shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against the other, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

**35. Severability:** If any provision of this Lease shall be deemed to be invalid, it shall be considered deleted therefrom and shall not invalidate the remaining provisions of this Lease.

**36. Entire Agreement:** This Lease contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Landlord and Tenant that there are no verbal agreements, representations, warranties or other understandings affecting the same. Landlord and Tenant each hereby waives, as a material part of the consideration hereof, all claims against the other for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Lease.

**37. Time:** Time is of the essence in every particular of this Lease, including, without limitation, obligations for the payment of money.

**38. Miscellaneous:** This Lease may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. This Lease may also be executed in duplicate, each of which shall be deemed an original. Facsimile or scanned and e-mailed execution copies will be binding on the parties as if they were original signatures. The executed counterparts together shall be considered an original and shall be binding on the parties. The parties will cooperate in exchanging original (non-facsimile) signature pages with each other.

**39. Sale Price:** Tenant agrees that any sale price of the Property to a third party shall not exceed the greater of (i) appraised value or (ii) total actual project development cost, plus ten percent (10%).

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease this day and year first above written.

WITNESSES: (Tenant)

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**TENANT:**

MAGNUS DEVELOPMENT PARTNERS,  
LLC, a South Carolina limited liability  
company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES: (Landlord)

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**LANDLORD:**

RICHLAND COUNTY, SOUTH  
CAROLINA, a \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

Legal Description of Premises

# Exhibit B Site Plan

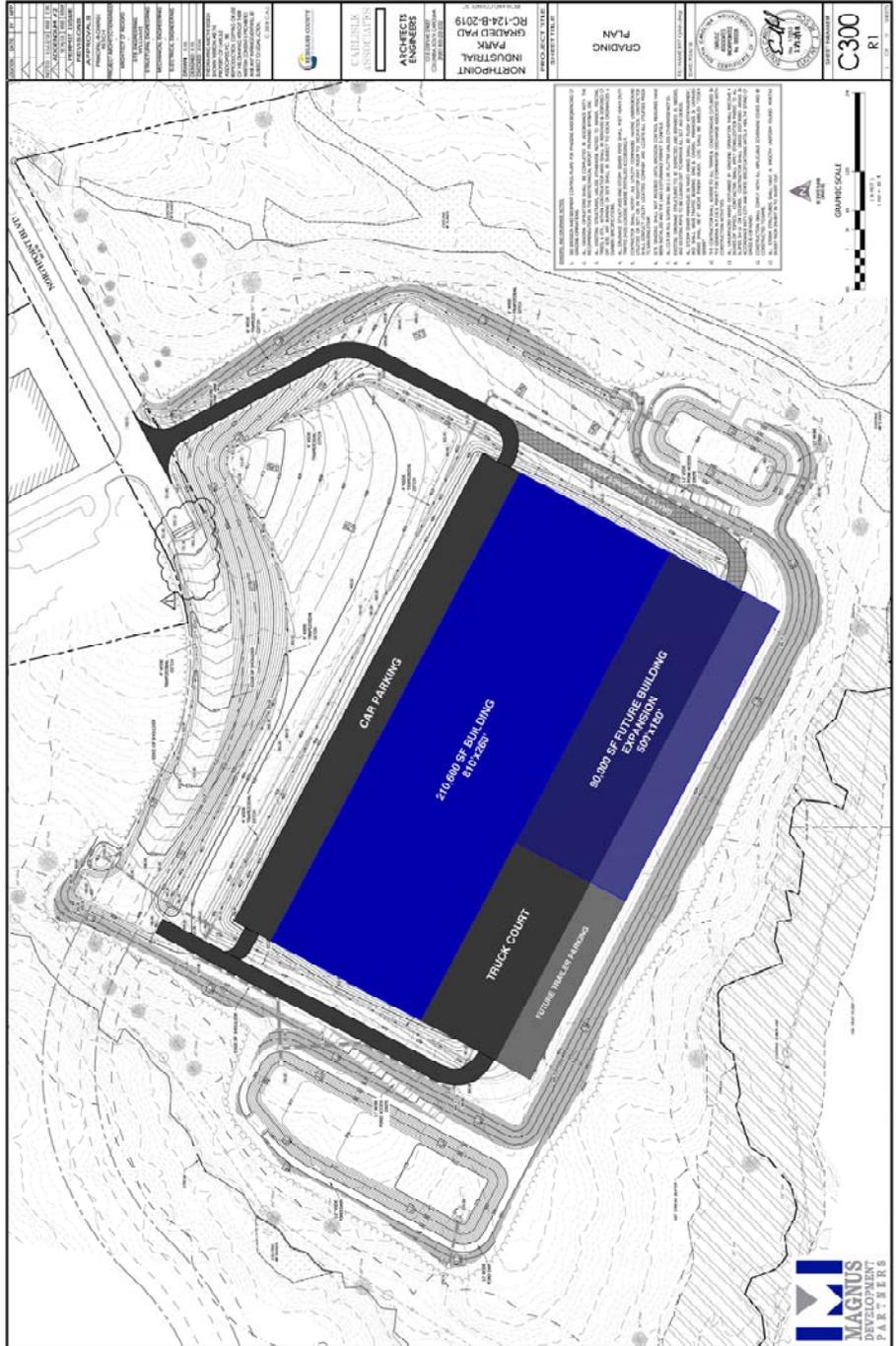


Exhibit C

Elevations



## Exhibit D

### Abbreviated building outline specifications

Building Specifications

Building Size:	210,600 SF
Building Dimensions:	260' X 810'
Construction:	Tilt concrete panel
Clear Height:	30' clear height
Typical Bay Spacing:	50' x 54' with a 60' speed bay
Car Parking:	Per code or variance as needed

#### Truck Court

Truck Loading Dock:	130' Deep Asphalt Truck Court
Truck Dolly Pad:	8" Concrete Dolly Pads at Dock Positions
Truck Doors:	13 (9' x 10') Dock High Doors (one per bay)
Drive-in Doors:	2 (12' x 14') Drive-in Doors

#### Equipment

7' x 8' 30,000 lb. Capacity Mechanical Dock Levelers at all Truck Doors

#### Floors

6" Non-Reinforced Sealed Concrete  
Rack Loading up to 6,000 lb. Point Loading on 3" x 4" Base Plate  
Sealed with Penetrating Hardener  
Epoxy Joint Filler

#### Walls

Tilt-up concrete wall panels  
Exposed vinyl faced insulation at interior of perimeter walls

#### Roof

45 mil mechanically fastened TPO roof  
Gutters and Down Spouts

#### Fire Protection

ESFR Fire Suppression System

#### Water & Sewer

Sanitary Sewer Lines:	30' from the Inside Face of the Front of the Bldg.
Domestic Water Line:	From the Pump Room to the Bottom Side of the Bar Joists

#### Electrical, Lighting, Heating

Electrical:	2,000 Amp Service, 480/277v 3-Phase with capability to expand to 10,000
Lighting:	LED Light Fixtures
Ventilation:	1 Air Change per hour
Heating:	Unit Heaters for freeze protection of the ESFR system only

#### Construction Schedule

Upon construction commencement, allow thirty (30) weeks to achieve substantial completion from receipt of all permits for construction and closing on the construction loan.



## **REQUEST OF ACTION**

**Subject:** FY22 - District 3 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$20,000** for District 3.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2021 Remaining	\$211,475
Meeting Place Fall Move and Health Festival	\$ 20,000
<b>Total Allocation</b>	<b>\$ 20,000</b>
<b>Remaining Balance</b>	<b>\$273,900</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY22 - District 5 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$24,500** for District 5.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2021 Remaining	\$ 38,275
Five Points Association	\$ 5,000
SC Pride	\$12,500
Shandon and Hollywood-Rose Hill Tour	\$ 3,000
Animal Mission: Peanut Boil	\$ 4,000
<b>Total Allocation</b>	<b>\$ 24,500</b>
<b>Remaining Balance</b>	<b>\$96,200</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## REQUEST OF ACTION

**Subject:** FY21 - District 7 Hospitality Tax Allocations

### A. Purpose

County Council is being requested to approve a total allocation of **\$-10,000** for District 7.

### B. Background / Discussion

For the 2020 - 2021 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 (3<sup>rd</sup> 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 (3<sup>rd</sup> reading) for FY21, Special Called Meeting – June 11, 2020:** Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 82,425
FY2020 Remaining		\$122,550
Prior FY21 Allocations		\$100,000
	Carolina Alston House (Magnolia Blossom SC)	\$ -10,000
<b>Total Allocation</b>		<b>\$ -10,000</b>
<b>Remaining Balance</b>		<b>\$ 114,975</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY22 - District 7 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 7.

### **B. Background / Discussion**

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

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

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

Initial Discretionary Account Funding		\$ 82,425
FY2021 Remaining		\$114,975
FY2022 Allocations		\$ 20,000
	Carolina Alston House (Magnolia Blossom SC)	\$ 10,000
<b>Total Allocation</b>		<b>\$ 10,000</b>
<b>Remaining Balance</b>		<b>\$167,400</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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