



Richland County Council
Special Called Meeting
MINUTES
May 13, 2025 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Anette Kirylo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Sandra Haynes, Angela Weathersby, Kenny Bowen, Lori Thomas, Stacey Hamm, Andy Haworth, Michelle Onley, Judy Carter, Tamar Black, Jennifer Wladischkin, Michael Byrd, Jeff Ruble, Jackie Hancock, Leonardo Brown, John Thompson, Michael Maloney, Peter Cevallos, Thomas Gilbert, and Tish Gonzales

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – Pastor Nikki Moultrie, The Brook Church, led the Invocation.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Tyra K. Little.
4. **PRESENTATION OF RESOLUTIONS** – Ms. Barron moved to adopt the resolutions honoring the Richland County Emergency Medical Service Employees, National Public Works Week: May 18-24, 2025, Law Enforcement Week: May 15-21, 2025, and declaring May as Mental Health Awareness Month, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

- a. A Resolution Honoring Richland County Emergency Medical Service Employees {Resolution #2025-0513-001} – Ms. Terracio read the resolution.
- b. A Resolution Honoring “National Public Works Week” May 18-24, 2025 {Resolution #2025-0513-002} – Mr. Branham read the resolution.
- c. A Resolution Honoring Law Enforcement Week, May 15-21, 2025 {Resolution #2025-0513-003} – Ms. Newton read the resolution.
- d. A Resolution Declaring May as Mental Health Awareness Month {Resolution #2025-0513-004} – The County Administrator, Leonardo Brown, read the resolution.

5. **APPROVAL OF MINUTES**

- a. Regular Session: May 6, 2025 – Ms. Barron moved to approve the minutes as distributed, seconded by Mr. Weaver.

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

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – The County Attorney, Patrick Wright, requested to add Legal Advice: Property Taxes [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] as an Executive Session item. In addition, Item 10(b)(1): “Eastover Wastewater Treatment Plant Expansion” needs to be taken up in Executive Session.

Ms. Barron moved to adopt the agenda as amended, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

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

- a. South Main Investors v. City of Columbia, Richland County, South Carolina Department of Transportation, Dominion Energy (2025-CP-40-00385)
- b. South Carolina Department of Transportation – Hobart Rd. [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- c. Community Planning & Development – Conservation – Ganus & Troutman Conservation Easement Terminations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- d. Legal Advice: Property Taxes [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- e. Procurement – Eastover Wastewater Treatment Plant Expansion [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

Mr. Livingston moved to go into Executive Session, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:26 PM
and came out at approximately 6:41 PM***

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

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

The vote in favor was unanimous.

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

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

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing
 1. Darrin Thomas, 22 Sunturf Circle, Columbia, SC 29223 – Black Expo

9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
 1. Tom Roberts, 26 Cardross Lane, SC 29209 – Airplane Property Tax
 2. Jean Roberts, 26 Cardross Lane, SC 29209 – Airplane Property Tax
 3. John Parrish, 369 Bookman Mill Road, Irmo, SC 29063 – Airplane Property Tax
 4. Amanda Jones, 2101 Cedar Creek Road, Blythewood, SC 29016 – Ag & Art Tour

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration – No updates were given.
- b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance)
 1. *Procurement – Eastover Wastewater Treatment Plan Expansion* – This item was taken up in Executive Session.

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

- a. FY 2025-2026 Budget Meetings – Ms. Anette Kirylo, Clerk to Council, indicated that the following budget work sessions and readings will be held in Council Chambers.
 - May 15, 2025 – Grants and Special Revenue Work Session (3:00-5:00 PM)
 - May 22, 2025 – Budget Public Hearing (6:00 PM)
 - June 6, 2025 – 2nd Reading of Budget (6:00 PM)
 - June 17, 2025 – 3rd Reading of Budget (6:00 PM)
- b. Upcoming Council District Events – Ms. Kirylo noted the following upcoming Council District Events:

- Sunday, June 8th – District 7 – Safety Sunday, Meadowlake Park, 600 Beckman Road, 3:00-5:00 PM
- Monday, June 9th – District 7 – Rezoning Town Hall, Parklane Adult Activity Center, 7494 Parklane Road, 6:00-7:30 PM
- Wednesday, June 16th – District 11 – Rezoning Town Hall, Garners Ferry Adult Activity Center, 8620 Garners Ferry Road, 6:00-7:30 PM
- Thursday, June 26th – District 10 – Comprehensive Plan Update, Eastover Park, 1031 Main Street, Eastover, 6:00-7:30 PM

12. **REPORT OF THE CHAIR** – Ms. Mackey stated, for the record, County Council does not have the authority to distribute tax bills. That is the responsibility of the County Auditor, who is an elected official. The Auditor issues tax bills within the County to individuals who own private property. Once tax bills have been issued, Council does not have the authority to pull those bills. Council has been made aware of concerns about the assessed value of the tax bills. She noted the County offers an appeal process through the Assessor's Office.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to 604 Huger, LLC, a company previously identified as Project Huger; and other related matters – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- Case #24-061MA, Brad Shell, HM/RT to GC (14.03 Acres), 10205 Wilson Blvd. and W/S Wilson Blvd., TMS #R14900-01-04 and R14900-01-17 {District 2} [THIRD READING] {Ordinance #028-25HR}
- Case #25-014MA, Gale B. Grayson, HM to RT (4.89 Acres), 11321 Monticello Road, TMS #R05600-02-59 {District 2} [THIRD READING] {Ordinance #029-25HR}
- Case #25-016MA, Helen Bryson, HM to RT (1.82 Acres), 1036 Langford Road, TMS #R23400-05-07 {District 2} [THIRD READING] {Ordinance #030-25HR}

Mr. Pugh moved to approve Items 14(a) –(c), seconded by Ms. Barron.

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

The vote in favor was unanimous.

15. **THIRD READING ITEMS**

- Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to 604 Huger, LLC, a company previously identified as Project Huger; and other related matters {Ordinance #031-25HR} – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

Ms. Terracio requested an overview of the project updates.

The Economic Development Director, Jeff Ruble, indicated there was a slight decrease in the capital investment, and the other was a change to the parking structure.

Ms. Terracio affirmed that public parking would still be available.

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

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

The vote in favor was unanimous.

Mr. Branham moved to reconsider this item, seconded by Mr. Livingston.

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

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

The motion for reconsideration failed.

16. **SECOND READING ITEMS**

- Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Project Sparrow; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. Pugh.

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

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sam to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Pugh moved to approve this item, seconded by Ms. Newton.

Ms. Terracio inquired if there are any employment opportunities associated with this item.

Ms. Mackey responded that there are not.

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

- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add a new subsection, Hate Intimidation, to establish the offense and to provide a penalty for each violation – Mr. Pugh moved to approve this item, seconded by Mr. Weaver.

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

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

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to a company identified for the time being as Project Catalyst; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

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

The vote in favor was unanimous.

1821. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

- a. NOTIFICATION OF APPOINTMENTS

1. Midlands Workforce Development Board – One (1) Vacancy (Applicant must represent the Private Sector)

Ms. Barron stated that the committee recommended appointing Ms. Lia Smith Christopher to the Private Sector vacancy on the Midlands Workforce Development Board.

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

The vote in favor was unanimous.

- b. NOTIFICATION OF VACANCIES

1. Airport Commission – Two (2) Vacancies
2. Accommodations Tax Committee – Six (6) Vacancies (TWO applicants must have a background in the Lodging Industry, TWO applicants must have a background in the Hospitality Industry, ONE applicant must have a cultural background, and ONE is an at-large position)
3. Board of Assessment Appeals – One (1) Vacancy
4. Building Codes Board of Appeals – Five (5) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Plumbing Industry, TWO applicants must be from the Fire Industry as alternates)
5. Business Service Center Appeals Board – Three (3) Vacancies (TWO applicants must be CPAs and ONE must be from the Business Industry)
6. Hospitality Tax Committee – Five (5) Vacancies (TWO applicants must be from the Restaurant Industry)
7. Midlands Workforce Development Board – One (1) Vacancy (Applicant must represent the Private Sector)
8. Music Festival Commission – One (1) Vacancy
9. Planning Commission – One (1) Vacancy
10. Procurement Review Panel – Five (5) Vacancies (ONE applicant must represent the Construction Industry, ONE applicant must represent the Professional Services Industry, ONE applicant must represent the Service Industry, ONE applicant must represent the Public Procurement Industry, and ONE applicant must represent the Consumer Industry)

Ms. Barron stated the committee recommended advertising for the above-referenced vacancies. Applications will be due by June 13, 2025, at 5:00 PM.

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

The vote in favor was unanimous.

Ms. Terracio requested information regarding the Music Festival Commission.

19. **OTHER ITEMS**

- a. FY25 District 2 Hospitality Tax Allocations (Richland County Recreation Foundation - \$5,000; SC Juneteenth Freedom Festival - \$5,000; F.U.N.D.S Inc. - \$5,000; Black Expo 2025 - \$10,000)
- b. FY25 District 6 Hospitality Tax Allocations (Black Exp 2025 - \$5,000)
- c. FY25 – District 9 Hospitality Tax Allocations (Black Expo 2025 - \$5,000)
- d. FY 25 – District 10 Hospitality Tax Allocations (SC Juneteenth Freedom Festival - \$5,000)
- e. FY 25 – District 11 Hospitality Tax Allocations (SC Philharmonic Orchestra - \$5,000; Riverbanks Zoo - \$10,000)

Ms. Barron moved to approve Items 19(a)-(e), seconded by Mr. Pugh.

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

The vote in favor was unanimous.

Mr. Pugh moved to reconsider Items 19(a)-(e), seconded by Ms. Barron.

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

The motion for reconsideration failed.

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

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:12 PM
and came out at approximately 8:03 PM***

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

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

The vote in favor was unanimous.

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

- a. South Main Investors v. City of Columbia, Richland County, South Carolina Department of Transportation and Dominion Energy (2025-CP-40-00385) [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Barron moved to inform the Court that Richland County Council does not object to the road closure, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

- b. South Carolina Department of Transportation – Hobart Rd. [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Mr. Pugh moved to direct the County Administrator to seek an appraisal for the property mentioned on Hobart Road, Ms. Mackey.

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

The vote in favor was unanimous.

Mr. Pugh moved to reconsider this item, seconded by Mr. Weaver.

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

The motion for reconsideration failed.

- c. Community Planning & Development – Conservation – Ganus & Troutman Conservation Easement Terminations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Mr. Branham moved to terminate the Ganus & Troutman conservation easements, seconded by Ms. Barron.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider this item, seconded by Mr. Weaver.

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

The motion for reconsideration failed.

- d. Procurement – Eastover Wastewater Treatment Plant Expansion [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Mr. Weaver moved to authorize the County Administrator to approve the contract for the treatment plan, as discussed in Executive Session, seconded by Mr. Livingston.

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

Opposed: Branham, Barron, and Newton

Did Not Vote: English

Ms. Newton moved to reconsider this item, seconded by Mr. Weaver.

In Favor: Branham, Barron, and Mackey

Opposed: Pugh, Little, Livingston, Terracio, Weaver, Alleyne, and Newton

Abstain: English (due to not voting on the item previously)

The motion for reconsideration failed.

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

22. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:10 PM.



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**RECOGNIZING MAY 18-24, 2025
AS EMERGENCY MEDICAL SERVICES APPRECIATION WEEK**

WHEREAS, Emergency Medical Service professionals provide a vital public service to the citizens and visitors of Richland County; and

WHEREAS, well trained and highly qualified emergency medical professionals maintain a constant readiness enabling them to respond quickly and effectively to those in need, as demonstrated during numerous disasters and daily emergencies; and

WHEREAS, access to professional emergency medical service dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, Richland County's Emergency Medical Service consists of more than 200 emergency medical technicians, Paramedics, physicians and administrators; and

WHEREAS, Richland County Emergency Medical Service is one of the busiest EMS systems in the state serving as a guardian of life to our community; and

WHEREAS, Emergency Medical Services stand as a vital pillar of our healthcare system and for our community, providing critical and compassionate care to those in need during their most vulnerable moments; and

WHEREAS, May 18 – 24, 2025, has been proclaimed national Emergency Medical Service Week.

NOW, THEREFORE BE IT RESOLVED, that Richland County Councilmembers Jason Branham, Derrek Pugh, Tyra K. Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen D. Barron, Tish Dozier Alleyne, Jesica Mackey, Chakisse Newton, and Cheryl English, do hereby declare May 18th to the 24th, 2025 as **Emergency Medical Services Appreciation Week** and do hereby recognize and honor all Richland County Emergency Medical Service employees for the many contributions and the dedication for caring for their fellow citizens suffering from sudden illness or traumatic injury.

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 13th day of May 2025

Anette A. Kirylo
Richland County Clerk of Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**RECOGNIZING NATIONAL PUBLIC WORKS WEEK
MAY 18-24, 2025**

WHEREAS, public works professionals play a vital role in maintaining and enhancing the infrastructure, environmental sustainability, and overall quality of life in Richland County; and

WHEREAS, these services—including road maintenance, solid waste and recycling, stormwater management, airport operations, engineering, new development oversight, and general labor—are essential to public health, safety, economic strength, and resilience; and

WHEREAS, the continued success and improvement of these services depend upon the dedication, expertise, and hard work of the individuals within the Richland County Public Works Department, who serve diligently and often behind the scenes to ensure that essential systems function efficiently; and

WHEREAS, these professionals' engineers, technicians, managers, equipment operators, and field staff are committed to planning, building, operating, and maintaining the county's infrastructure to serve present and future generations; and

WHEREAS, it is important that all citizens, leaders, and especially our youth understand and appreciate the critical role public works play in our daily lives and recognize the men and women whose contributions help build and sustain our communities; and

WHEREAS, National Public Works Week, observed annually by the American Public Works Association and its partners, celebrates the importance of public works and promotes greater public awareness and appreciation of the services provided by public works professionals; and

NOW, THEREFORE, BE IT RESOLVED, that Richland County Councilmembers, Jason Branham, Derrek Pugh, Tyra K. Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen D. Barron, Tish Dozier Alleyne, Jesica Mackey, Cheryl English and Chakisse Newton hereby designate the week of May 18 -24, 2025, as **National Public Works Week** in Richland County, and urge all residents to recognize the substantial contributions made by our public works professionals and to extend appreciation to the dedicated staff of the Richland County Public Works Department for their tireless service in maintaining and improving the essential functions that support our community's health, safety, and quality of life.

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 13th day of May, 2025

Anette Aquino Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**RESOLUTION
HONORING LAW ENFORCEMENT WEEK**

**MAY 11-17, 2025 and
RECOGNIZING THE RICHLAND COUNTY SHERIFF DEPARTMENT**

WHEREAS, the men and women of Richland County Law Enforcement tirelessly, honorably, and commendably dedicate their lives to protecting and serving our community; and

WHEREAS, their unwavering commitment to maintaining law and order ensures the safety and security of our citizens; and

WHEREAS, the selfless acts of bravery and courage exhibited by our law enforcement officers in the face of danger and while facing unique challenges, inspire great admiration and gratitude among our residents; and

WHEREAS, the sacrifices made by our police officers and their families and those who support them wholeheartedly, as well as, those who have lost their lives in the line of duty for the safety and protection of others deserve our utmost respect and appreciation; and

WHEREAS, the observance of Law Enforcement Week provides an opportunity to honor the invaluable contributions of our law enforcement officers, both past and present; and

WHEREAS, this week-long recognition serves as a reminder of the tremendous role that our police officers play in preserving peace, protecting our constitutional rights, and upholding justice; and

WHEREAS, by acknowledging Law Enforcement Week we express our deep gratitude for the Richland County Sheriff Department and other law enforcement officers' tireless service and their profound impact they have on our daily lives;

NOW, THEREFORE BE IT RESOLVED, Richland County Councilmembers, Jason Branham, Derrek Pugh, Tyra K. Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier Alleyne, Jesica Mackey, Cheryl English, and Chakisse Newton hereby proclaim the week of **May 11-17, 2025**, as **Law Enforcement Week in Richland County and to recognize the Richland County Sheriff Department**. We encourage all residents, businesses, and community organizations to recognize the dedication, courage, and sacrifice made by our law enforcement officers every day.

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 13th day of May 2025

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

RECOGNIZING MAY AS MENTAL HEALTH AWARENESS MONTH

WHEREAS, mental health is essential to everyone's overall health and wellbeing, and addressing the mental health needs in Richland County of children, youth, adults, seniors, families, schools and businesses is fundamental to having a healthy community; and

WHEREAS, all people experience times of difficulty and stress in their lives and with the prevalence of mental health conditions in our nation, it is important for all members of the community to know that specific tools exist which can be used to better handle life's challenges and protect one's health and wellbeing; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions and with early and effective treatment, individuals suffering with mental health conditions can recover and lead full, productive lives; and

WHEREAS, it is essential to recognize the importance of improving the mental health of all of our residents and Richland County is committed to raising awareness about mental illness; promoting effective community partnerships and collaborations to serve the mental health needs of our community and increasing access to appropriate mental health services; and

WHEREAS, Richland County recognizes and commends organizations who provide mental health assistance such as Mental Health Recovery Center (MIRCI) for providing behavioral healthcare, stable and supportive housing and other essential needs to help residents lacking support to live more successfully; and

NOW, THEREFORE BE IT RESOLVED, that Richland County Councilmembers Jason Branham, Derrek Pugh, Tyra K. Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen D. Barron, Tish Dozier Alleyne, Jesica Mackey, Cheryl English and Chakisse Newton proudly declares **May 2025 as Mental Health Awareness Month** and encourages all residents, businesses, healthcare providers, and community organizations to join in promoting mental wellness, fostering greater understanding and compassion, eliminating stigma, and supporting accessible, high-quality care for all individuals on their journey to mental health and well-being.

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 13th day of May 2025

Anette A. Kirylo
Richland County Clerk to Council

**RICHLAND COUNTY
ADMINISTRATION**

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



Report of the County Administrator

SPECIAL CALLED Tuesday, May 13, 2025

ITEMS FOR EXECUTIVE SESSION:

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION – HOBART RD. [PURSUANT TO SC CODE OF LAWS, SEC. 30-4-70(A)(2)]

COMMUNITY PLANNING & DEVELOPMENT – CONSERVATION – GANUS & TROUTMAN CONSERVATION EASEMENT TERMINATIONS [PURSUANT TO SC CODE OF LAWS, SEC. 30-4- 70(A)(2)]

UPDATES FOR CONSIDERATION:

GENERAL UPDATES

ADMINISTRATOR'S NOMINATION:

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

PROCUREMENT - EASTOVER WASTEWATER TREATMENT PLANT EXPANSION: Staff recommends the award of a contract to M.B. Kahn Waterworks, LLC for the Eastover Wastewater Treatment Plant Expansion project be executed upon successful negotiation of terms and legal approval.

ATTACHMENTS:

1. Agenda Briefing: Procurement - Eastover Wastewater Treatment Plant Expansion

**Agenda Briefing**

Prepared by:	Jennifer Wladischkin	Title:	Director
Department:	Office of Procurement & Contracting	Division:	
Date Prepared:	May 6, 2025	Meeting Date:	May 13, 2025
Legal Review	Patrick Wright via email	Date:	May 7, 2025
Budget Review	Maddison Wilkerson via email	Date:	May 7, 2025
Finance Review	Stacey Hamm via email	Date:	May 7, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Special Called		
Subject	Eastover Wastewater Treatment Plant Expansion		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the award of a contract to M.B. Kahn Waterworks, LLC for the Eastover Wastewater Treatment Plant Expansion project be executed upon successful negotiation of terms and legal approval.

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Richland County received notification of its selection for a South Carolina Infrastructure Investment Program (SCIIP) Grant in the amount of \$10,000,000. This is a multi-year project which will require funding over several fiscal years to maintain the SCIIP grant.

The base bid total is \$32,140,000.00, and staff recommends a 10% contingency of \$3,214,000. In addition to the SCIIP grant, partial funding in the amount of \$19,639,930 is available as follows:

SCIIP Grant	\$10,000,000
Utilities Net Unrestricted Net Position	\$16,756,621
Forgo RIA Grant for Cedar Cove/Stoney-Point	\$2,500,000
Operational Reserves in FY26	\$2,073,811
FY25 Utilities Unrestricted Net Position	\$4,023,568

Applicable fund, cost center, and spend category:

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

A Request for Bids (RFB) for solicitation RC-705-B-25 was issued on February 20, 2025. The solicitation closed on April 9, 2025, and two (2) bids were received. The lowest, responsive, responsible bidder was M.B. Kahn waterworks with a base bid of \$32,140,000.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Eastover WWTP is currently at full capacity when considering the approved developments. The County will not be able to allow any new projects over 10 residential units until the plant is upgraded.

MOTION OF ORIGIN:

Administrator’s Nomination Item 10 b(1). Utilities – Eastover Wastewater Treatment Plant Expansion Engineering Services

“...to approve this item...”

Council Member	The Honorable Yvonne McBride, formerly of District 3
Meeting	Regular Session
Date	July 18, 2023

STRATEGIC & GENERATIVE DISCUSSION:

Phase One of the Southeast Water & Sewer project is complete. Serving as the system's backbone, Phase 1 helped connect sewer customers from the City of Columbia transfer area and several failing wastewater systems into the Richland County Utilities (RCU) Eastover Wastewater Treatment Plant. The current capacity of Phase 1 has been exhausted due to the growth from the “willingness to serve” letters issued to several thousand new residential homes awaiting connection. RCU is ready to proceed with expanding the Eastover Wastewater Treatment Plant. The plant will be upgraded from 1.2 million gallons per day (MGD) plant to 2.5 MGD. The 1.3 MGD plant expansion is partially funded by a South Carolina Infrastructure Investment Program (SCIIP) grant.

The application for the SCIIP of \$10,000,000 is approved, and staff met with the South Carolina Rural Infrastructure Authority (RIA) on June 16, 2023 to discuss using the engineering services as part of the County’s matching funds. As this is a multi-year project, the County will need to budget the remaining funding necessary to complete the project.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for Growth through inclusive and equitable infrastructure

Objective: Establish plans and success metrics that allow for smart growth

Objective: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations

Objective: Create excellent facilities

SUMMATIVE OVERALL COUNTY IMPACT:

- The Eastover WWTP currently serves 2,941 Residential Equivalent Units (REUs), with an additional 2,348 REUs already sold. This brings the total committed REUs to 5,289, which exceeds the plant's permitted capacity of 1.2 MGD;
- Facility expansion is essential to meet existing development commitments and prevent the stalling of growth across southeast Richland;
- Though full County funding is presently unavailable, the expansion is a multi-year project, allowing funding to be allocated over several fiscal years.

ATTACHMENTS:

1. Bid tabulation

Eastover Wastewater Treatment Plant Expansion
RC-705-B-25

	Adams Robinson	M.B. Kahn Waterworks
Total Cost	\$ 39,921,000.0	\$ 32,140,000.0

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 028-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R14900-01-04 AND R14900-01-17 FROM HOMESTEAD DISTRICT (HM) AND RESIDENTIAL TRANSITION DISTRICT (RT) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R14900-01-04 and R14900-01-17 from Homestead District (HM) and Residential Transition District (RT) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after May 13, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 13th day of

May, 2025

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:	April 22, 2025
First Reading:	April 22, 2025
Second Reading:	May 6, 2025
Third Reading:	May 13, 2025



Richland County Planning & Development Services Department

Map Amendment Staff Report

PC MEETING DATE: February 3, 2025
RC PROJECT: 24-061MA
APPLICANT: Brad Shell

LOCATION: 10205 Wilson Boulevard

TAX MAP NUMBER: R14900-01-04 & 17
ACREAGE: 14.03 acres
EXISTING ZONING: HM / RT
PROPOSED ZONING: GC

ZPH SIGN POSTING: April 7, 2025

Comprehensive Plan

Compliant

Background

Zoning History

The original zoning as adopted September 7, 1977 was Rural District (RU).

With the adoption of the November 16, 2021 Lane Development Code and the accompanying zoning district map in 2023, the subject property was rezoned to Homestead (HM) District.

Zoning District Summary

The GC: General Commercial District provides lands for a broad range of commercial uses, characterized primarily by retail, office, and service establishments, in a primarily automobile-oriented environment along corridors. Allowed uses include retail sales, personal and business services, recreation/entertainment, eating and drinking establishments, lodging, vehicle sales and services, and multi-family residential development.

No minimum lot area, except as required by DHEC. The maximum allowed density for residential uses is sixteen (16) dwelling units per acre.

Based upon a gross density calculation, the maximum number of units for this site is approximately: 224 dwelling units*.

*Gross density calculations do not consider site characteristics or land set aside for infrastructure or opens space.

Direction	Existing Zoning	Use
<u>North:</u>	PDD/ PDD	Self-Storage/ Gas Station
<u>South:</u>	HM	Undeveloped
<u>East:</u>	PDD	Gas Station
<u>West:</u>	PDD	Undeveloped

Discussion

Parcel/Area Characteristics

The parcel has frontage along Wilson Boulevard and Turkey Farm Road. Wilson Boulevard is a two-lane undivided minor arterial without sidewalks and streetlights along this section. The area is primarily characterized by undeveloped parcels, commercial uses and residential properties.

Public Services

The subject parcels are within the boundaries of Richland School District Two. Westwood High School is northwest of the subject parcel on Sharpe Road West. Records indicate that the parcel is in the City of Columbia's water and sewer service areas. The Killian fire station (station number 27) is located on Farrow Road, approximately 3.5 miles southeast of the subject parcel.

Being within a service area is not a guarantee that services are available to the parcel.

Plans & Policies

The 2015 Richland County Comprehensive Plan, ***"PUTTING THE PIECES IN PLACE"***, designates this area as ***Economic Development Center/Corridor***.

Land Use and Design

Concentrated areas of high quality employment facilities, integrated with or adjacent to complementary retail and commercial uses and/or medium-and high-density residential uses. This category encourages development of manufacturing, industrial, flex space, and office uses in locations that will minimally affect surrounding properties. Commercial and residential uses are secondary to employment uses

Desired Development Pattern

Master planned industrial and business parks should include a mix of uses within single developments, including employment, convenience commercial and dining, and housing. These mixed- use employment "campuses" provide opportunities for employees to conveniently shop and dine during normal business hours. Smaller scale, single-use employment developments located along major roads should be designed to appropriately buffer manufacturing and industrial uses from adjacent properties. Secondary commercial and residential uses should be located along primary road corridors proximate to employment centers.

The subject parcel falls within **Priority Investment Area 7 (I-77 Wilson Blvd Interchange)**, which consists of a commercial and industrial node within the economic development corridor. The PIA is intended as a regional corridor that offers a prime location for future industrial and business park users, as well as for visiting tourists. Investments should ensure that adequate infrastructure is in place to support future economic development efforts.

Traffic Characteristics

The 2023 SCDOT traffic count (Station #137) located north of the subject parcel on Wilson Boulevard identifies 15,000 Average Daily Trips (ADTs). This section of Wilson Boulevard is classified as a five lane undivided Major Collector, maintained by SCDOT with a design capacity of 19,600 ADTs. Wilson Boulevard is currently operating at Level of Service (LOS) "C".

The ADT's are the total volume of traffic passing a point on a roadway during a 24-hour period. ADT's data is collected by SCDOT.

There are no planned or programmed improvements for this section of Wilson Blvd through the County Penny Sales Tax program or SCDOT.

Conclusion

The proposed map amendment aligns with the 2015 Comprehensive Plan. The subject site is within the Economic Development Center/Corridor designation, which supports zoning districts that allow complementary retail and commercial uses along a primary road corridor near employment centers.

The requested zoning district provides for uses that support the Economic Development Center/Corridor designation's recommendations. Additionally, the subject site meets the location criteria for this designation.

Zoning Public Hearing Date

February 25, 2025.

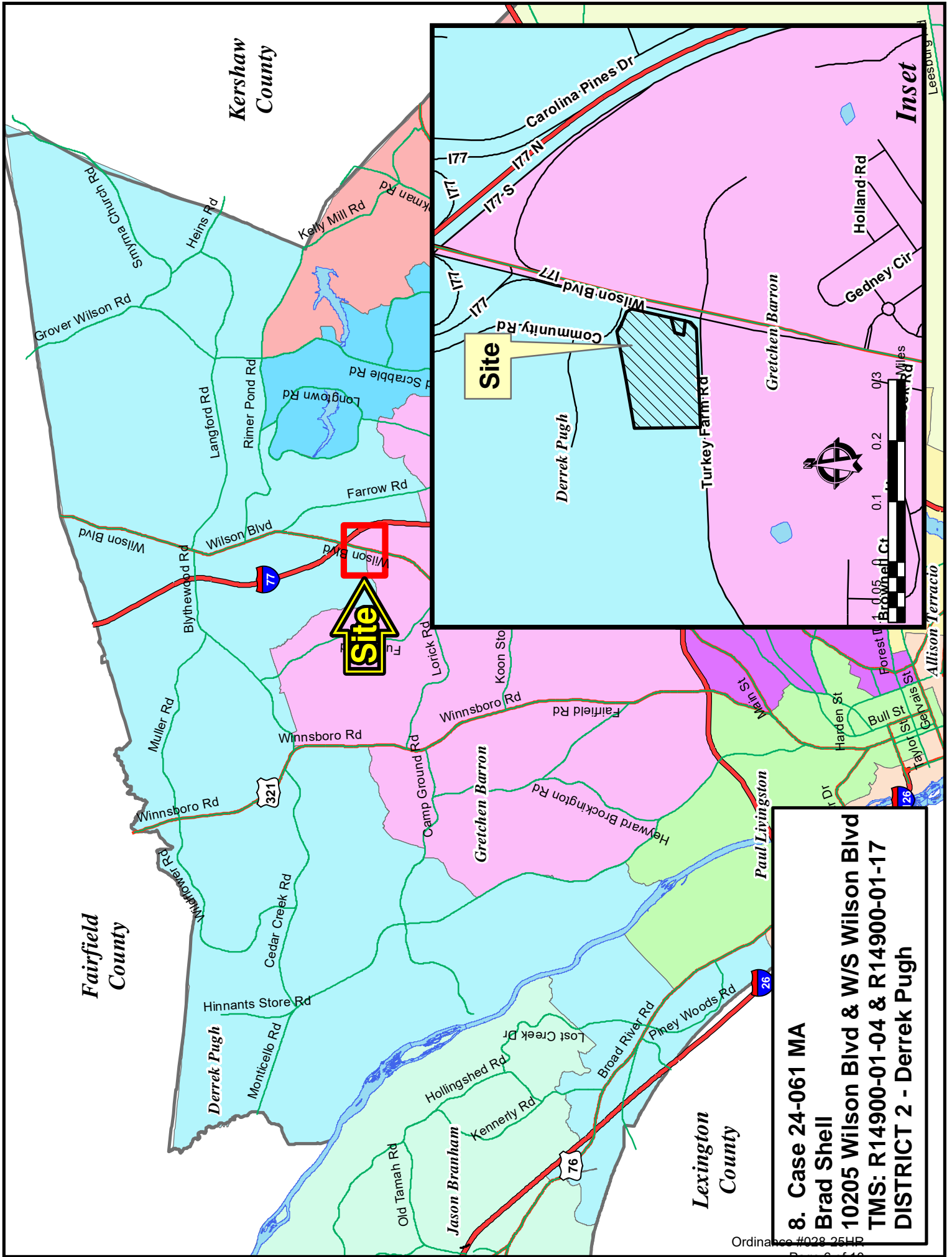
CASE 24-061
HM/RT to GC
TMS R14900-01-04 & R14900-01-17

Site

 **SPECIAL FLOOD HAZARD AREA**
 **WETLANDS**



Richland County & Woolpert



8. Case 24-061 MA
Brad Shell
10205 Wilson Blvd & W/S Wilson Blvd
TMS: R14900-01-04 & R14900-01-17
DISTRICT 2 - Derrek Pugh

CASE 24-061 MA

HM/RT to GC



ZONING CLASSIFICATIONS

OS	R1	R5	GC	HI	CC-4
AG	R2	R6	M-1	CC-1	PD
HM	R3	RC	INS	CC-2	Subject Property
RT	R4	MU1	LI	CC-3	



Homestead (HM) District

Use Classification, Category, Type	HM
Agricultural	
Agriculture and Forestry	
Agriculture	P
Community garden	SR
Forestry	P
Agriculture and Forestry Related	
Agriculture research facility	P
Agritourism	P
Equestrian center	SR
Farm distribution hub	P
Farm winery	SR
Produce stand	P
Riding or boarding stable	P
Rural retreat	SR
Veterinary services (livestock)	P
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Manufactured home	SR
Manufactured home park	SR
Group Living	
Children's residential care home	SR
Continuing care community	SE
Group home, Large	SE
Rooming or boarding house	SR
Community Service	
Community recreation center	SR
Library	SR
Membership organization facility	SE
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Funeral and Mortuary Services	
Cemetery	SR
Parks and Open Space	
Arboretum or botanical garden	SE
Park or greenway	SE
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Communication tower	SE
Solar energy conversion system, Large scale	SR
Utility, minor	SR
Wind energy conversion system, Large scale	SE

Commercial	
Kennel	SR
Recreation/Entertainment	
Golf course	SR
Hunt club	P
Shooting range, Outdoor	SE
Retail Sales	
Farmers' market	SR
Traveler Accommodations	
Bed and breakfast	SR
Campground	SR
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE

a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

Residential Transition (RT) District

Use Classification, Category, Type	RT
Agricultural	
Agriculture and Forestry	
Agriculture	P
Community garden	SR
Forestry	P
Agriculture and Forestry Related	
Agritourism	SR
Equestrian center	SR
Farm winery	SR
Produce stand	SR
Riding or boarding stable	P
Rural retreat	SE
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Manufactured home	SR
Manufactured home park	SR
Group Living	
Children's residential care home	SE
Continuing care community	SE
Group home, Large	SE
Rooming or boarding house	SR
Community Service	
Community recreation center	SR
Day care facility	SR
Library	SR
Membership organization facility	SE
Nursing care facility	SE
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Funeral and Mortuary Services	
Cemetery	SR
Parks and Open Space	
Arboretum or botanical garden	SE
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Communication tower	SE
Solar energy conversion system, Large scale	SR
Utility, minor	SR

Commercial	
Kennel	SR
Recreation/Entertainment	
Golf course	SR
Hunt club	P
Traveler Accommodations	
Bed and breakfast	SR
Campground	SR
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE

a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

General Commercial (GC) District

Use Classification, Category, Type	GC	Commercial		Traveler Accommodations	P
Agricultural		Kennel	SR	Bed and breakfast	P
Agriculture and Forestry		Pet grooming	P	Home-based lodging	P
Community garden	SE	Veterinary hospital or clinic	SR	Hotel or motel	P
Agriculture and Forestry Related		Commercial Services		Vehicle Sales and Services	
Farm supply and machinery sales and service	P	Artist studio	P	Car wash	P
Produce stand	P	Auction house	P	Heavy vehicle wash	P
Residential		Bank, Retail	P	Parking, Commercial	P
Household Living		Catering	P	Vehicle fueling station	P
Dwelling, Live-Work	SR	Commercial services	P	Vehicle parts and accessories store	P
Dwelling, Multi-family	P	Consumer goods repair	SR	Vehicle repair, minor	P
Group home, Family	SR	Contractor's office	P	Vehicle sales and rental	P
Group Living		Lawn, tree, or pest control services	P	Vehicle towing	SR
Group home, Large	SE	Linen or uniform supply	P	Industrial	
Rooming or boarding house	P	Medical, dental, and health practitioner	P	Freight Movement, Warehousing, and Wholesale Distribution	
Community Service		Non-depository personal credit institution	SR	Warehouse/Distribution facility	SR
Animal shelter	SR	Office	SR	Production of Goods	
Community food services	P	Personal services	P	Artisan goods production	SR
Community recreation center	P	Rental center	SR	Manufacturing, assembly, and fabrication, Light	P
Cultural facility	P	Self-service storage facility	SR	Waste and Recycling Facilities	
Day care facility	SR	Sightseeing tour services	P	Recycling collection station	P
Government office	P	Tattoo or body piercing facility	SR		
Hospital	P	Bar or other drinking place	SR		
Library	P	Restaurant	SR		
Membership organization facility	P	Restaurant, Carry-out	P		
Nursing care facility	P	Restaurant, Drive-through	P		
Place of worship	P	Recreation/Entertainment			
Public recreation facility	SR	Arena, stadium, or outdoor theater	SR		
Public safety facility	P	Commercial recreation, Indoor	P		
Short-term or transitional housing	SE	Commercial recreation, Outdoor	SR		
Education		Fitness or training center/studio	P		
College or university	P	Golf course	SR		
Elementary, middle, or high school	P	Marina	P		
School, business or trade	P	Performing arts center	P		
Funeral and Mortuary Services		Sexually Oriented Business	SR		
Cemetery	SR	Shooting range, Indoor	P		
Funeral home or mortuary	P	Shooting range, Outdoor			
Parks and Open Space		Smoking place	SR		
Arboretum or botanical garden	P	Retail Sales			
Park or greenway	SR	Bakery	P		
Zoo	SR	Building supply sales	P		
Transportation		Consumer goods store	SR		
Transit stop	SR	Consumer goods store, Large	P		
Fleet terminal	P	Convenience store	P		
Passenger terminal, surface transportation	P	Drugstore	P		
Utilities and Communication		Farmers' market	P		
Antenna	P	Flea market	P		
Broadcasting studio	P	Garden center or retail nursery	P		
Communication tower	SE	Grocery/Food store	P		
Utility, minor	SR	Manufactured home sales	SR		
		Outdoor power equipment store	P		
		Pawnshop	P		

a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 029-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R05600-02-59 FROM HOMESTEAD DISTRICT (HM) TO RESIDENTIAL TRANSITION DISTRICT (RT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R05600-02-59 from Homestead District (HM) to Residential Transition District (RT).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after May 13, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 13th day of

May, 2025

Anette A. Kyrlo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:	April 22, 2025
First Reading:	April 22, 2025
Second Reading:	May 6, 2025
Third Reading:	May 13, 2025



Richland County Planning & Development Services Department

Map Amendment Staff Report

PC MEETING DATE: April 7, 2025
RC PROJECT: 25-014 MA
APPLICANT: Gale B. Grayson

LOCATION: 11321 Monticello Road

TAX MAP NUMBER: R05600-02-59
ACREAGE: 4.89 acres
EXISTING ZONING: HM
PROPOSED ZONING: RT

ZPH SIGN POSTING: April 7, 2025

Comprehensive Plan

Non-compliant

Background

Zoning History

The original zoning as adopted September 7, 1977 was Rural District (RU). With the adoption of the 2021 Land Development Code the Rural District (RU) was designated Homestead District (HM).

Zoning District Summary

The Residential Transition District (RT) provides lands for low-intensity residential development outside urban and suburban settings. The district is intended to serve as a transition between very low intensity rural areas and suburban residential areas. Residential development is limited to manufactured homes and detached single-family dwellings, which may be located on large lots or on family subdivisions that respect the natural features of the land and are designed to conform to the suburban/rural fringe character of the district. Development in the district includes natural buffers between adjacent uses and roadway buffers to support road corridors that have a natural appearance and limit visibility into developed areas.

Maximum density standard: no more than one (1) dwelling units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 4 dwelling units.

*Gross density calculations do not consider site characteristics or land set aside for infrastructure or opens space.

Direction	Existing Zoning	Use
<u>North:</u>	RT/ AG	Undeveloped/ Undeveloped
<u>South:</u>	AG	Undeveloped/ Agricultural
<u>East:</u>	HM	Residence
<u>West:</u>	HM/ AG	Undeveloped/ Agricultural

Discussion

Parcel/Area Characteristics

The subject property has frontage along wash Monticello Road. Monticello Road is a two-lane undivided minor arterial road without sidewalks and streetlights along this section. The immediate area is characterized residential uses and agricultural uses. North and south of the parcel is undeveloped. West of the site is undeveloped timberland. East of the site is a single-family detached residence.

Public Services

The subject parcel is within the boundaries of Richland School District One. The Westwood High School is located 10.3 miles east of the subject parcel on turkey Farm Road. Records indicate that the parcel is not within a water or sewer service area. There are no fire hydrants along this section of Monticello Road. The Upper Richland fire station (station number 17) is located on Camp Ground Road, approximately 4.89 miles southeast of the subject parcel.

Being within a service area is not a guarantee that services are available to the parcel.

Plans & Policies

2015 Comprehensive Plan

The 2015 Richland County Comprehensive Plan, ***“PUTTING THE PIECES IN PLACE”***, designates this area as ***Rural (Large Lot)***.

Land Use and Design

These are areas of mostly active agricultural uses and some scattered large-lot rural residential uses. Limited rural commercial development occurs as Rural Activity Centers located at rural crossroads, and does not require public wastewater utilities. Some light industrial and agricultural support services are located here. These areas are targets for future land conservation efforts, with a focus on prime and active agricultural lands and important natural resources. Historic, cultural, and natural resources are conserved through land use planning and design that upholds these unique attributes of the community.

Desired Development Pattern

Active working lands, such as farms and forests, and large lot rural residential development are the primary forms of development that should occur in Rural (Large Lot) areas. Residential development should occur on very large, individually-owned lots or as family subdivisions. Master planned, smaller lot subdivisions are not an appropriate development type in Rural (Large Lot) areas. These areas are not appropriate for providing public wastewater service, unless landowners are put at risk by failing septic systems. Commercial development is appropriately located within Rural Activity Centers.

Traffic Characteristics

The 2023 SCDOT traffic count (Station #253) located northwest of the subject parcel on Monticello Road identifies 2,500 Average Daily Trips (ADT's). Monticello Road is classified as a two-lane undivided minor arterial, maintained by SCDOT with a design capacity of 10,800 ADT's. This portion of Monticello Road is currently operating at Level of Service (LOS) "A".

The ADTs are the total volume of traffic passing a point on a roadway during a 24-hour period. ADT data is collected by SCDOT.

There are no planned or programmed improvements for this section of Monticello Road through SCDOT or the County Penny Sales Tax program.

Conclusion

The proposed rezoning is **not compliant** with the objectives of the Rural (Large Lot) designation in the Comprehensive Plan. According to the Plan, "...smaller lot subdivisions are not an appropriate development type...." The requested zoning allows for a minimum lot size that does not support the recommended or desired land uses for this designation. Additionally, the proposed map amendment is inconsistent with the residential-agriculture guidelines and recommendations for this area.

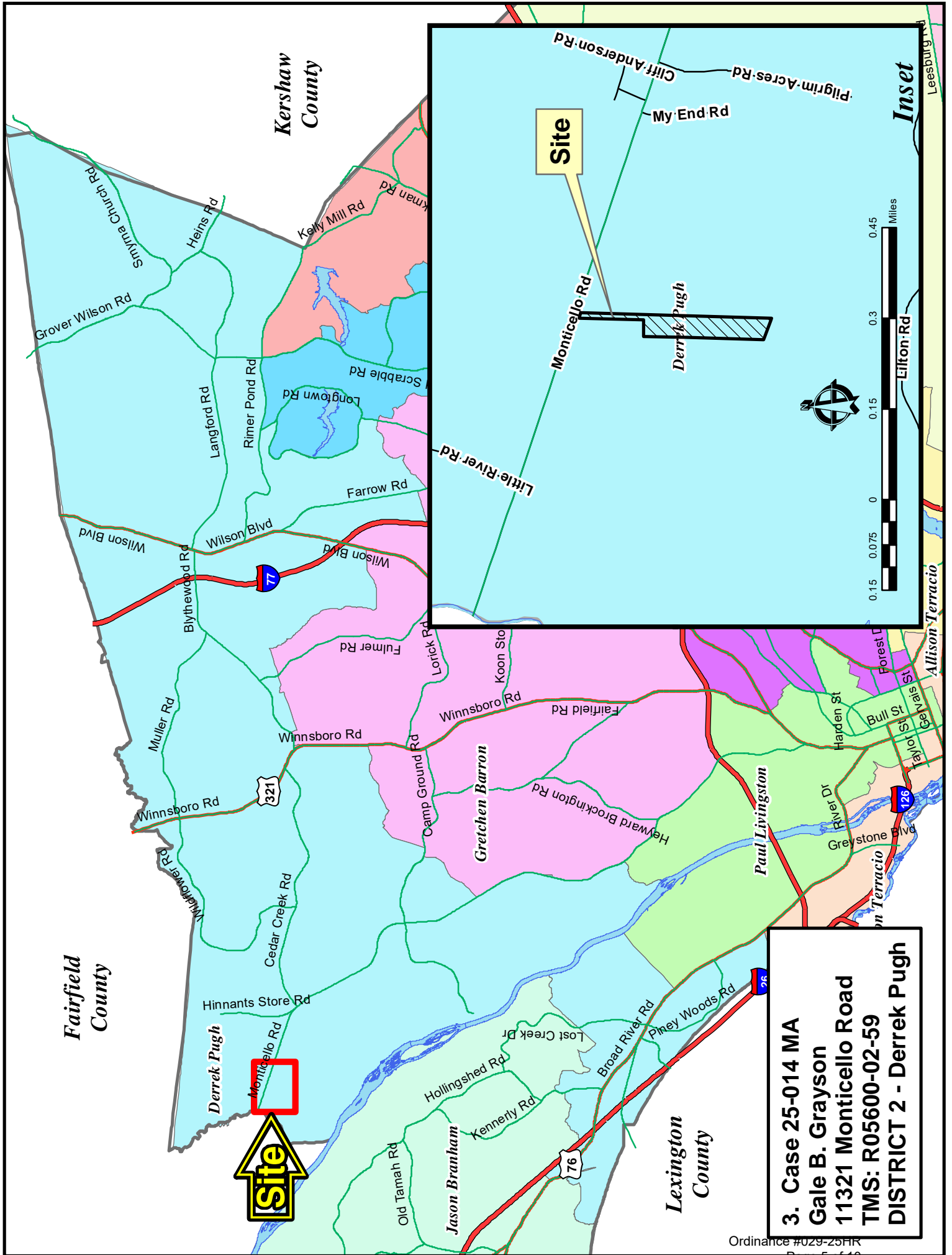
While the requested map amendment does not comply with the Rural (Large Lot) designation's recommendations, its approval would permit lot sizes and uses that are consistent with the character of parcels in the nearby area.

Planning Commission Action

At their **April 7, 2025** meeting, the Richland County Planning Commission **disagreed** with the recommendation of the Comprehensive Plan for the following reasons:

- The requested RT zoning designation is consistent with objectives and recommendations of the Rural Large Lot designation of the Comprehensive Plan.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **25-014 MA**.



CASE 25-014 MA
HM to RT
TMS R05600-02-59

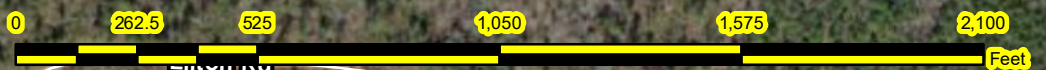
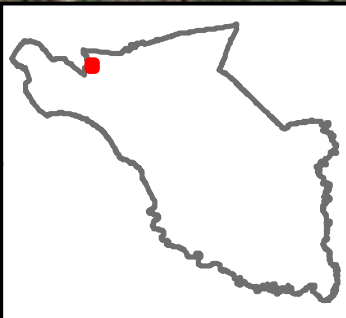
Little River Rd

Monticello Rd

Site

 **SPECIAL FLOOD HAZARD AREA**

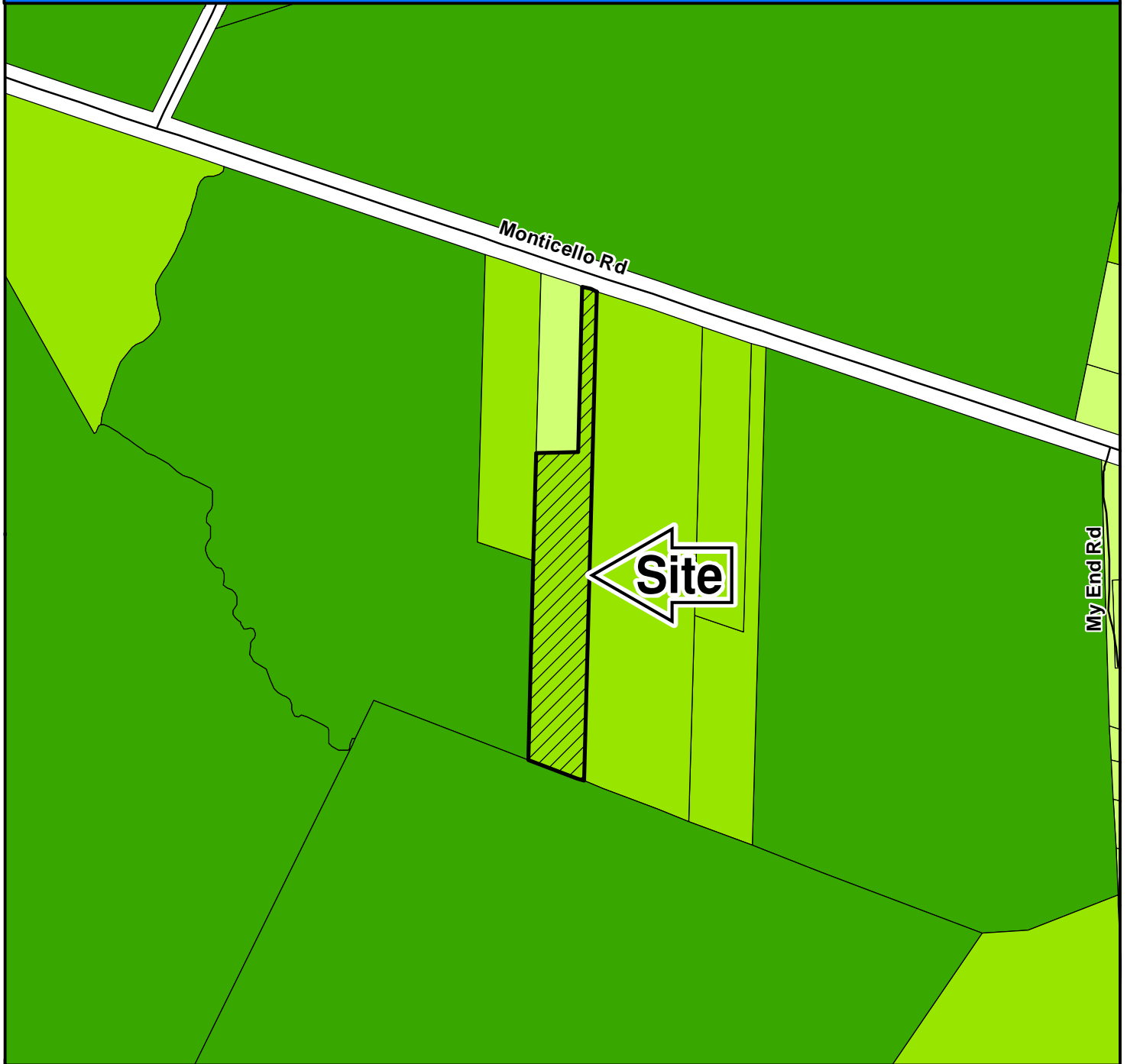
 **WETLANDS**



Richland County & Woolpert

CASE 25-014 MA

HM to RT



ZONING CLASSIFICATIONS

OS	R1	R5	GC	HI	CC-4
AG	R2	R6	M-1	CC-1	PD
HM	R3	RC	INS	CC-2	Subject Property
RT	R4	MU1	LI	CC-3	



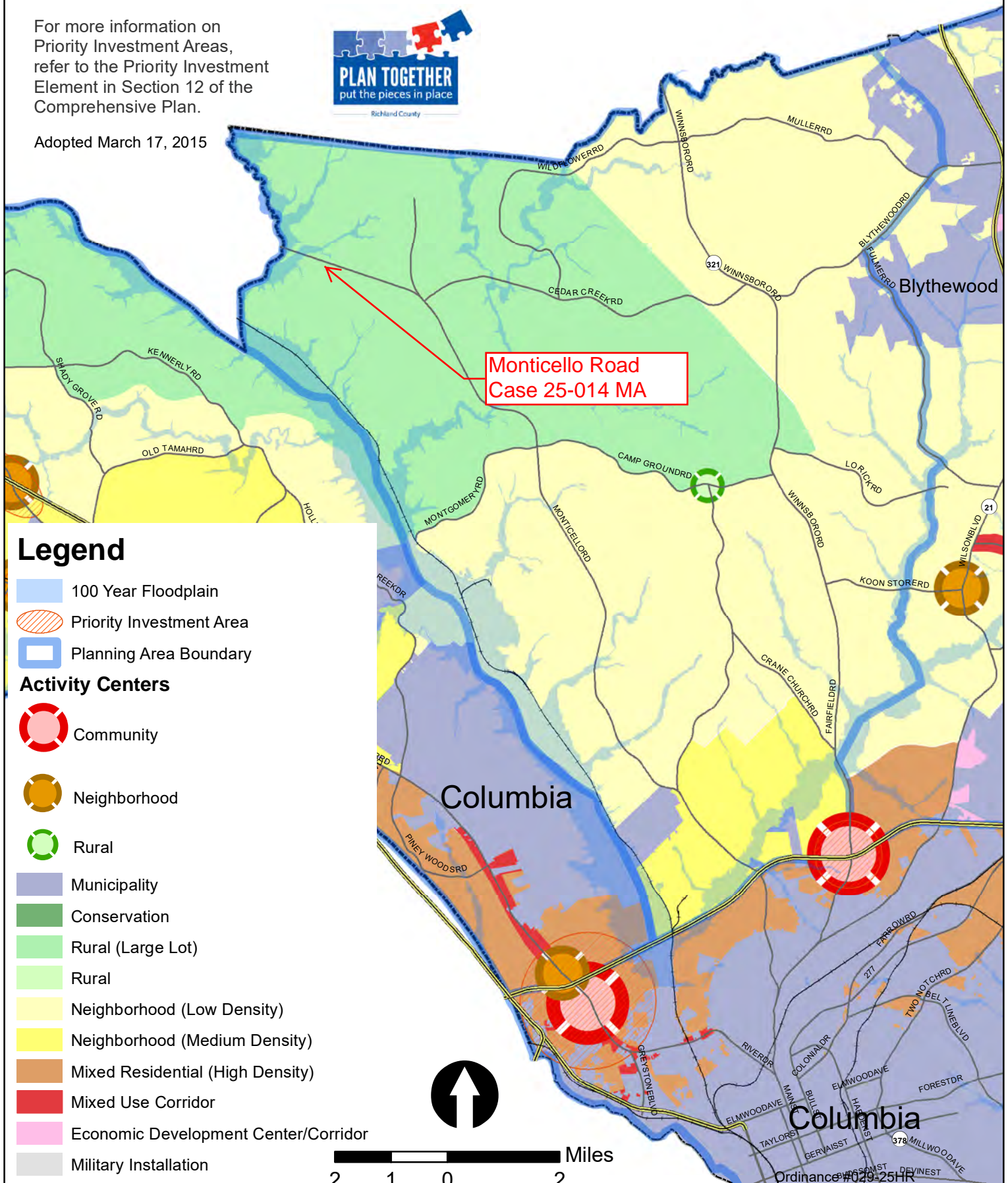
NORTH CENTRAL PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS

For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.



Adopted March 17, 2015



Homestead (HM) District

Use Classification, Category, Type	HM
Agricultural	
Agriculture and Forestry	
Agriculture	P
Community garden	SR
Forestry	P
Agriculture and Forestry Related	
Agriculture research facility	P
Agritourism	P
Equestrian center	SR
Farm distribution hub	P
Farm winery	SR
Produce stand	P
Riding or boarding stable	P
Rural retreat	SR
Veterinary services (livestock)	P
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Manufactured home	SR
Manufactured home park	SR
Group Living	
Children's residential care home	SR
Continuing care community	SE
Group home, Large	SE
Rooming or boarding house	SR
Community Service	
Community recreation center	SR
Library	SR
Membership organization facility	SE
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Funeral and Mortuary Services	
Cemetery	SR
Parks and Open Space	
Arboretum or botanical garden	SE
Park or greenway	SE
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Communication tower	SE
Solar energy conversion system, Large scale	SR
Utility, minor	SR
Wind energy conversion system, Large scale	SE

Commercial	
Kennel	SR
Recreation/Entertainment	
Golf course	SR
Hunt club	P
Shooting range, Outdoor	SE
Retail Sales	
Farmers' market	SR
Traveler Accommodations	
Bed and breakfast	SR
Campground	SR
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE

a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

Residential Transition (RT) District

Use Classification, Category, Type	RT
Agricultural	
Agriculture and Forestry	
Agriculture	P
Community garden	SR
Forestry	P
Agriculture and Forestry Related	
Agritourism	SR
Equestrian center	SR
Farm winery	SR
Produce stand	SR
Riding or boarding stable	P
Rural retreat	SE
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Manufactured home	SR
Manufactured home park	SR
Group Living	
Children's residential care home	SE
Continuing care community	SE
Group home, Large	SE
Rooming or boarding house	SR
Community Service	
Community recreation center	SR
Day care facility	SR
Library	SR
Membership organization facility	SE
Nursing care facility	SE
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Funeral and Mortuary Services	
Cemetery	SR
Parks and Open Space	
Arboretum or botanical garden	SE
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Communication tower	SE
Solar energy conversion system, Large scale	SR
Utility, minor	SR

Commercial	
Kennel	SR
Recreation/Entertainment	
Golf course	SR
Hunt club	P
Traveler Accommodations	
Bed and breakfast	SR
Campground	SR
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE

a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 030-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R23400-05-07 FROM HOMESTEAD DISTRICT (HM) TO RESIDENTIAL TRANSITION DISTRICT (RT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R23400-05-07 from Homestead District (HM) to Residential Transition District (RT).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after May 13, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 13th day of

May, 2025

Anette A. Kyrlo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:	April 22, 2025
First Reading:	April 22, 2025
Second Reading:	May 6, 2025
Third Reading:	May 13, 2025



Richland County Planning & Development Services Department

Map Amendment Staff Report

PC MEETING DATE: April 7, 2025
RC PROJECT: 25-016 MA
APPLICANT: Helen Bryson

LOCATION: 1036 Langford Road

TAX MAP NUMBER: R23400-05-07 (portion of)
ACREAGE: 1.82 acres
EXISTING ZONING: HM
PROPOSED ZONING: RT

ZPH SIGN POSTING: April 7, 2025

Comprehensive Plan

Non-Compliant

Background

Zoning History

The original zoning as adopted September 7, 1977 was Rural District (RU). With the adoption of the 2021 Land Development Code the Rural District (RU) was designated Homestead District (HM).

Eligibility for Map Amendment Request

Section 26-52. Amendments

Minimum area for zoning map amendment application. No request for a change in zoning classification shall be considered that involves an area of less than two (2) acres, except changes that involve one of the following:

(b) (2) b. 4.

4. An extension of the same existing zoning district boundary.
(Ord. 038-09HR; 7-21-09)

Zoning District Summary

The Residential Transition District (RT) provides lands for low-intensity residential development outside urban and suburban settings. The district is intended to serve as a transition between very low intensity rural areas and suburban residential areas. Residential development is limited to manufactured homes and detached single-family dwellings, which may be located on large lots or on family subdivisions that respect the natural features of the land and are designed to conform to the suburban/rural fringe character of the district. Development in the district includes natural buffers between adjacent uses and roadway buffers to support road corridors that have a natural appearance and limit visibility into developed areas.

Maximum density standard: no more than one (1) dwelling units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 1 dwelling units.

*Gross density calculations do not consider site characteristics or land set aside for infrastructure or opens space.

Direction	Existing Zoning	Use
<u>North:</u>	HM	Residence
<u>South:</u>	R2/ R2	Residence/ Residence (Grand Arbor Subdivision)
<u>East:</u>	R2/ R2	Residence/ Residence (Grand Arbor Subdivision)
<u>West:</u>	HM	Residence

Discussion

Parcel/Area Characteristics

The site has access to Langford Road but not direct street frontage. This section of Langford Road is a two-lane undivided collector without sidewalks and streetlights. The subject parcel is undeveloped. The general area is comprised of undeveloped parcels, residentially developed parcels, and single-family structures (Grand Arbor Subdivision).

Public Services

The subject parcel is located within the boundaries of Richland School District Two. The Lake Carolina Upper Campus Elementary School is located .62 miles south of the subject parcel on Kelly Mill Road. The Bear Creek fire station (station number 25) is located on Heins Road, approximately 1.6 miles north of the subject parcel. Records indicate that the parcel is near the City of Columbia's water service area. The parcel is within the South Carolina water Utilities service area.

Being within a service area is not a guarantee that services are available to the parcel.

Plans & Policies

The 2015 Richland County Comprehensive Plan, ***"PUTTING THE PIECES IN PLACE"***, designates this area as ***Neighborhood (Medium-Density)***.

Land Use and Design

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.

Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses

should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.

Traffic Characteristics

The 2023 SCDOT traffic count (Station # 305) located west of the subject parcel on Langford Road identifies 8,700 Average Daily Trips (ADT's). This section of Langford Road is classified as a two lane undivided minor collector road, maintained by SCDOT with a design capacity of 8,600 ADT's. This segment of Langford Road is currently operating at Level of Service (LOS) "D".

The ADTs are the total volume of traffic passing a point on a roadway during a 24-hour period. ADTs data is collected by SCDOT.

There are no planned or programmed improvements for this section of Langford Road, either through SCDOT or the County Penny Sales Tax program.

Conclusion

The proposed map amendment is **not compliant** with the objectives set forth in the Comprehensive Plan for residential development within the *Neighborhood (Medium Density)* future land use designation.

According to the Comprehensive Plan, the Neighborhood (Medium Density) designation is intended to support "medium-density residential neighborhoods and neighborhood-scale commercial development designed in a traditional neighborhood format." These areas serve as a transition between Neighborhood (Low-Density) and more intense Mixed Residential (High-Density) environments. The plan also emphasizes creating "medium-density residential neighborhoods with a mix of residential uses and densities."

The RT district does not support the uses and development standards of the *Neighborhood (Medium Density)* designation, which prioritizes higher densities and smaller lot sizes.

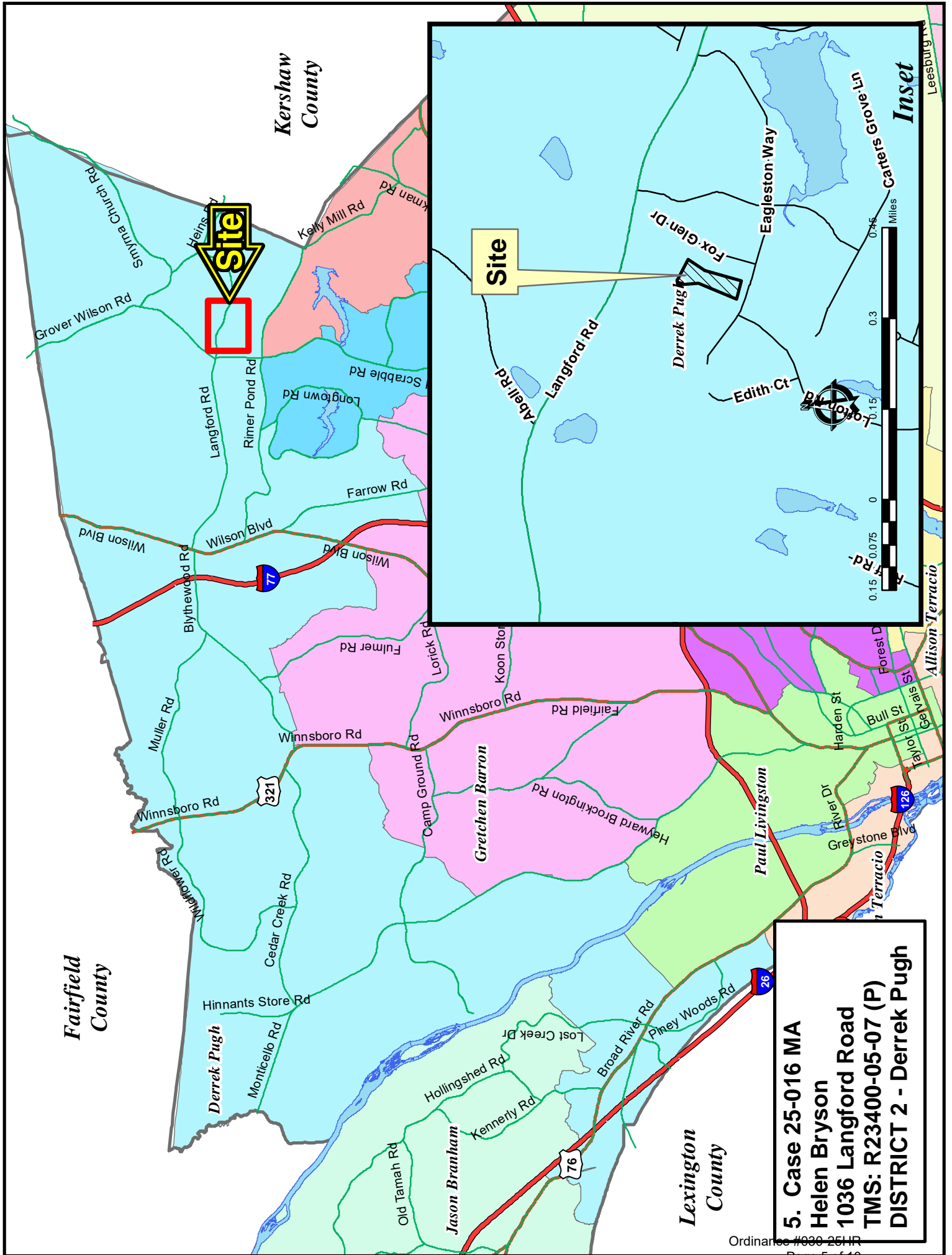
Although the requested map amendment does not conform to the Neighborhood (Medium Density) designation, its approval would allow lot sizes and uses that align with the character of the surrounding parcels to the west of the site.

Planning Commission Action

At their **April 7, 2025** meeting, the Richland County Planning Commission **disagreed** with the recommendation of the Comprehensive Plan for the following reasons:

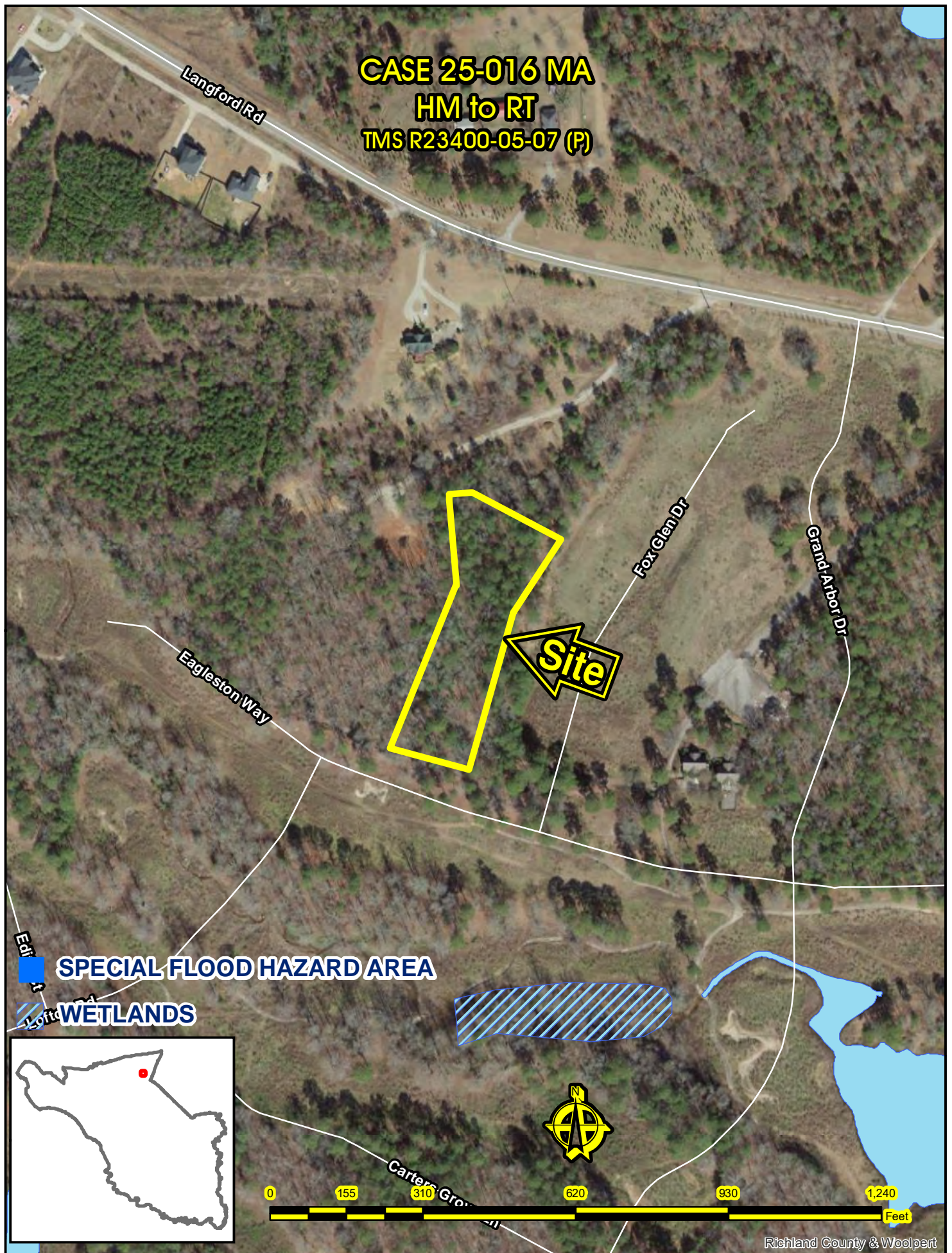
- The requested zoning district is compatible with the zoning of the surround area.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **25-016 MA**.



5. Case 25-016 MA
Helen Bryson
1036 Langford Road
TMS: R23400-05-07 (P)
DISTRICT 2 - Derrek Pugh

CASE 25-016 MA
HM to RT
TMS R23400-05-07 (P)



CASE 25-016 MA

HM to RT



ZONING CLASSIFICATIONS

	OS		R1		R5		GC		HI		CC-4
	AG		R2		R6		M-1		CC-1		PD
	HM		R3		RC		INS		CC-2		Subject Property
	RT		R4		MU1		LI		CC-3		



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS



For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

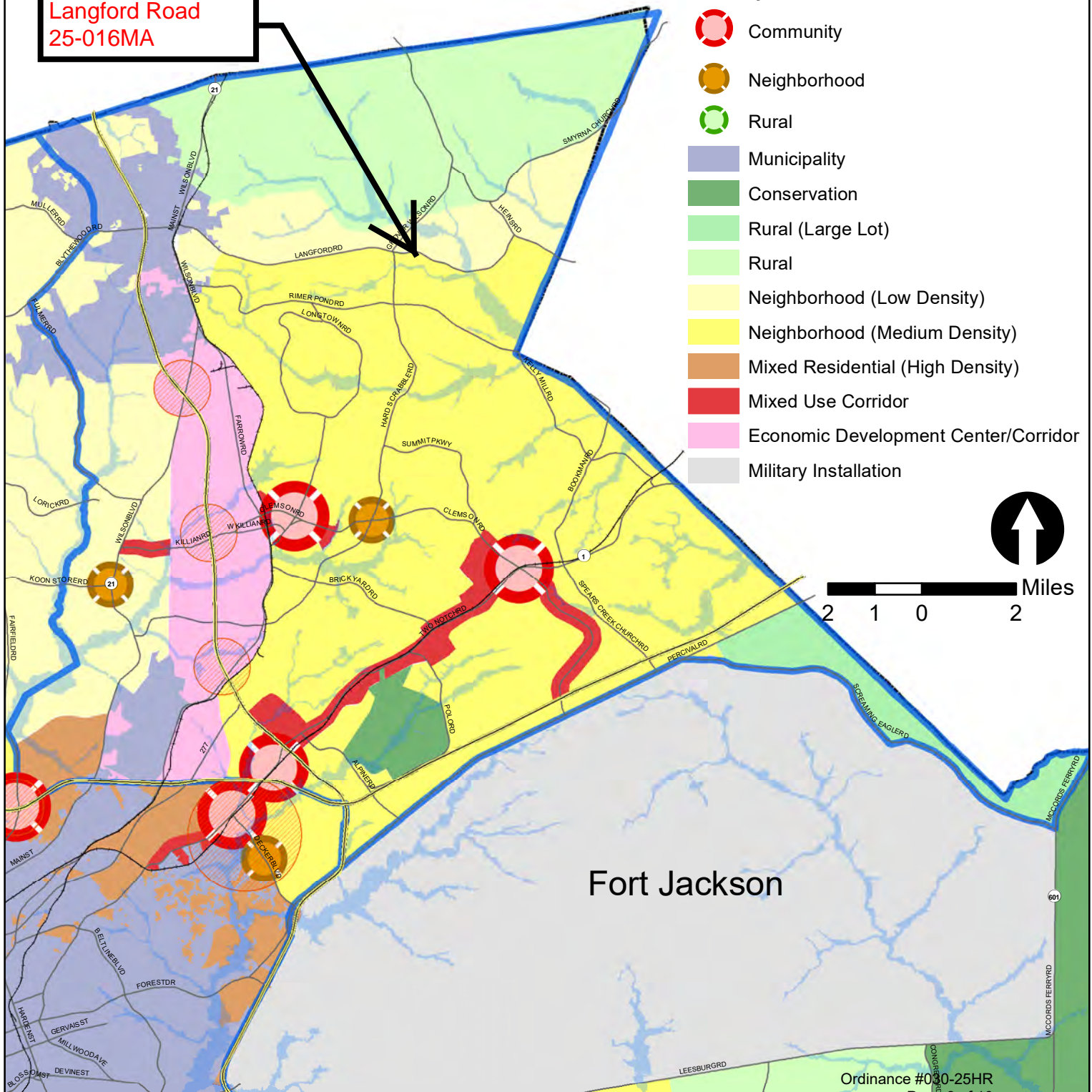
Langford Road
25-016MA

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary

Activity Center

- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Fort Jackson

Homestead (HM) District

Use Classification, Category, Type	HM
Agricultural	
Agriculture and Forestry	
Agriculture	P
Community garden	SR
Forestry	P
Agriculture and Forestry Related	
Agriculture research facility	P
Agritourism	P
Equestrian center	SR
Farm distribution hub	P
Farm winery	SR
Produce stand	P
Riding or boarding stable	P
Rural retreat	SR
Veterinary services (livestock)	P
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Manufactured home	SR
Manufactured home park	SR
Group Living	
Children's residential care home	SR
Continuing care community	SE
Group home, Large	SE
Rooming or boarding house	SR
Community Service	
Community recreation center	SR
Library	SR
Membership organization facility	SE
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Funeral and Mortuary Services	
Cemetery	SR
Parks and Open Space	
Arboretum or botanical garden	SE
Park or greenway	SE
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Communication tower	SE
Solar energy conversion system, Large scale	SR
Utility, minor	SR
Wind energy conversion system, Large scale	SE

Commercial	
Kennel	SR
Recreation/Entertainment	
Golf course	SR
Hunt club	P
Shooting range, Outdoor	SE
Retail Sales	
Farmers' market	SR
Traveler Accommodations	
Bed and breakfast	SR
Campground	SR
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE

a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

Residential Transition (RT) District

Use Classification, Category, Type	RT
Agricultural	
Agriculture and Forestry	
Agriculture	P
Community garden	SR
Forestry	P
Agriculture and Forestry Related	
Agritourism	SR
Equestrian center	SR
Farm winery	SR
Produce stand	SR
Riding or boarding stable	P
Rural retreat	SE
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Manufactured home	SR
Manufactured home park	SR
Group Living	
Children's residential care home	SE
Continuing care community	SE
Group home, Large	SE
Rooming or boarding house	SR
Community Service	
Community recreation center	SR
Day care facility	SR
Library	SR
Membership organization facility	SE
Nursing care facility	SE
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Funeral and Mortuary Services	
Cemetery	SR
Parks and Open Space	
Arboretum or botanical garden	SE
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Communication tower	SE
Solar energy conversion system, Large scale	SR
Utility, minor	SR

Commercial	
Kennel	SR
Recreation/Entertainment	
Golf course	SR
Hunt club	P
Traveler Accommodations	
Bed and breakfast	SR
Campground	SR
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE

a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF AN
AMENDED AND RESTATED PUBLIC INFRASTRUCTURE
CREDIT AGREEMENT TO PROVIDE FOR PUBLIC
INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED
FOR THE TIME BEING AS PROJECT HUGER; AND OTHER
RELATED MATTERS.**

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

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

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

WHEREAS, pursuant to an ordinance duly enacted by County Council on _____, 20__, (i) the County and a company identified for the time being as Project Huger (the “Company”), entered into that certain Public Infrastructure Credit Agreement (the “Original Credit Agreement”), dated as of _____, 20__ (the “Effective Date”), in connection with the establishment of a mixed use commercial real estate development in the County by the Company (the “Project”), whereby the County agreed to provide, amongst other things, certain Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project, all as set forth in greater detail in the Original Credit Agreement, and (ii) the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include within the Park the land identified in Exhibit A to the Original Credit Agreement (the “Original Land”) and other real and personal property comprising the Project in the Park, and the City of Columbia, South Carolina (the “City”) consented to such expansion of Park boundaries by an ordinance enacted on _____, 20__ in accordance with Section 4-1-170(C) of the Act;

WHEREAS, subsequent to the Effective Date, the Company’s Project development timeline, as well as the scope of the Project, have been impacted by condemnation proceedings initiated by the South Carolina Department of Transportation affecting the Original Land (the “SCDOT Condemnation Proceedings”);

WHEREAS, at the request of the Company, and in light of the SCDOT Condemnation Proceedings, the County desires to amend and restate in its entirety the terms and conditions of the Original Credit Agreement to reflect certain modifications to the terms of the Original Credit Agreement by entering into an Amended and Restated Public Infrastructure Credit Agreement by and among the County and the Company, the substantially final form of which is attached hereto as Exhibit A (the “A&R Credit Agreement”); and

WHEREAS, at the Company’s request, the County further desires to expand the boundaries of the Park and to amend the Park Agreement to include certain real property located in the County, commonly known as “_____” and identified as “Parcel ___” on Exhibit A attached to the A&R Credit Agreement (“Additional Parcel”), in the Park.

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

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure, as described in more detail in the A&R Credit Agreement, will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. Expansion of the Park Boundaries; Inclusion of Additional Parcel. The expansion of the Park boundaries and an amendment to the Park Agreement to include the Additional Parcel in the Park is authorized. The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Additional Parcel is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia, the municipality in which the Additional Parcel is located, as to the inclusion of Additional parcel in the Park, and delivery of written notice to Fairfield of the inclusion of the Additional Parcel, which written notice shall include a copy of this Ordinance and identification of Additional Parcel.

Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver A&R Credit Agreement. The Public Infrastructure Credits, as more particularly set forth in the A&R Credit Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the A&R Credit Agreement that is before this meeting are approved and all of the A&R Credit Agreement’s terms are incorporated in this Ordinance by reference as if the A&R Credit Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the A&R Credit 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 A&R Credit Agreement and to deliver the A&R Credit Agreement to the Company.

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 15, 2025
Second Reading: May 6, 2025
Public Hearing: _____, 2025
Third Reading: _____, 2025

EXHIBIT A

FORM OF A&R CREDIT AGREEMENT

See attached.

**AMENDED AND RESTATED
PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT HUGER

Effective as of: _____, 2025

AMENDED AND RESTATED PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2025 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT HUGER, (the “Company”, and together with the County, collectively, the “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, pursuant to an ordinance duly enacted by County Council on _____, 20__, (i) the County and the Company entered into that certain Public Infrastructure Credit Agreement (the “Original Credit Agreement”), effective as of _____, 20__ (the “Effective Date”), in connection with the establishment of a mixed use commercial real estate development in the County by the Company (the “Project”), whereby the County agreed to provide, amongst other things, certain Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project, all as set forth in greater detail in the Original Credit Agreement, and (ii) the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include within the Park the land identified in Exhibit A to the Original Credit Agreement (the “Original Land”) and other real and personal property comprising the Project in the Park, and the City of Columbia, South Carolina (the “City”) consented to such expansion of Park boundaries by an ordinance enacted on _____, 20__ in accordance with Section 4-1-170(C) of the Act;

WHEREAS, subsequent to the Effective Date, the Company’s Project development timeline, as well as the scope of the Project, have been impacted by condemnation proceedings initiated by the South Carolina Department of Transportation affecting the Original Land (the “SCDOT Condemnation Proceedings”);

WHEREAS, at the request of the Company, and in light of the SCDOT Condemnation Proceedings, the County has determined to amend and restate in its entirety the terms and conditions of the Original

Credit Agreement to reflect certain modifications to the terms of the Original Credit Agreement as set forth herein; and

WHEREAS, by an ordinance enacted on _____, 2025 (“Ordinance”), the County authorized the modifications to the Original Credit Agreement referenced above and reflected in this Agreement, including, without limitation, the expansion of the boundaries of the Park and an amendment to the Park Agreement to include certain real property located in the County, commonly known as “_____” and identified as “Parcel ___” on Exhibit A attached hereto and made part hereof (“Additional Parcel” and together with the Original Land, collectively, the “Land”; the Land and all other real and personal property comprising the Project are collectively referred to herein as the “Property”), in the Park, and the City consented to such expansion of Park boundaries by an ordinance enacted on _____, 2025 in accordance with Section 4-1-170(C) of the Act.

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

ARTICLE I REPRESENTATIONS

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

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

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

- (a) The Company is in good standing under the laws of _____, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve, or cause to be achieved, the Investment Commitment, as defined below, at the Project;

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

(d) The Company covenants to complete, or cause to be completed, any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest, or cause to be invested by one or more affiliated entities, not less than \$49,800,000 in taxable property, in the aggregate, in the Project ("Investment Commitment") by _____, 2030 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company or any affiliated entity with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. *Public Infrastructure Commitment.*

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

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause investment in, the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete, or cause substantial completion of, the Company Public Infrastructure by the Certification Deadline in at least the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes

or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

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

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

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

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

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit D, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested, or caused to be invested, by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount

to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. *Events of Default.* The following are “Events of Default” under this Agreement:

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

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

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

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

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

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

Section 3.2. *Remedies on Default.*

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

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

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is

hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company, which such notice requirement may be satisfied by the delivery of a written joinder agreement, substantially in the form attached hereto as Exhibit E, pursuant to which such affiliated entity of the Company agrees to be bound by the terms and provisions of this Agreement with respect to the rights and interest in this Agreement so transferred. Upon delivery to the County, the aforementioned joinder agreement shall be deemed acknowledged, consented to and ratified by the County for the purposes of this Agreement. In the event of such an assignment to one or more such affiliated entities, the Parties hereto agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, and subject to the terms and provisions of Section 2.5 of this Agreement, aggregate investment in Company Public Infrastructure shall be jointly allocated to the Company and all such other assignees for the purposes of receiving the Public Infrastructure Credits. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

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

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

Section 4.5. *Limitation of Liability.*

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

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

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

Section 4.6. *Indemnification Covenant.*

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the

County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

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

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

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

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

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

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

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

if to the Company:

Project Huger

Attn: _____

Phone: _____

Fax: _____

with a copy to

Tushar V. Chikhliker, Esq.

Maynard Nexsen P.C.

1230 Main Street, Suite 700 (29201)

Post Office Box 2426

Columbia, South Carolina (29202)

Phone: 803.540.2188

Fax: 803.727.1469

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

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

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement. This Agreement amends, restates, supersedes, and replaces in its entirety the Original Credit Agreement, rendering the Original Credit Agreement hereafter null and void and of no further effect.

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

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

PROJECT HUGER

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes, but is not limited to, structured parking and general infrastructure benefiting the public around the perimeter of the Project, including, but not limited to, sidewalks and landscaping, all as described in more detail below.

[To be inserted.]

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

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

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

EXHIBIT D (See Section 2.4)

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

See attached.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

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

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

Section 3. A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office
Attention: Existing Industry Manager
1201 Main Street, Suite 1110
Columbia, SC 29201

Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such company.

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

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

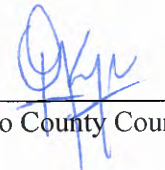
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

EXHIBIT E

[FORM OF JOINDER AGREEMENT]

JOINDER AGREEMENT

Reference is hereby made to that certain Amended and Restated Public Infrastructure Credit Agreement, dated as of _____, 2025 (the “Agreement”), by and between Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”) and a company identified for the time being as Project Huger, acting for itself, one or more affiliated entities, and/or other project investors (collectively, the “Company”). Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Agreement.

1. Joinder to Agreement.

The undersigned (a) hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement with respect to its respective portion of the Project as if the undersigned were an original party to the Agreement; (b) shall receive any benefits provided under the Agreement with respect to property owned and/or placed in service by the undersigned comprising all or a portion of the Project as if the undersigned were an original party to the Agreement; (c) acknowledges and agrees that, according to the Agreement, the undersigned has been designated as a party to the Agreement by the Company for purposes of the Project.

2. Representations of the Undersigned.

The undersigned represents and warrants as follows:

(a) The undersigned is [in good standing under the laws of the state of its organization, is duly authorized to transact business in the State of South Carolina (or will obtain such authority prior to commencing business in the State of South Carolina)] / [a resident of _____], has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The undersigned’s execution and delivery of this Joinder Agreement, and the undersigned’s 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 undersigned is now a party or by which the undersigned is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the Public Infrastructure Credits and other incentives provided by the Agreement has been instrumental in inducing the undersigned to join with the Company in the Project in the County.

4. Governing Law; Counterparts.

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. This Joinder Agreement may be executed in multiple counterparts, and all counterparts together constitute one and the same instrument.

5. Notice.

All notices, demands, and requests to be given or made hereunder to the undersigned pursuant to and in accordance with Section 4.7 of the Agreement shall be sent to: [_____]

[Remainder of Page Intentionally Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Company hereby designates the above-named [entity] / [individual] as a party to the Agreement effective as of the date set forth above.

PROJECT HUGER

By: _____
Name: _____
Its: _____

[Signature Page to Joinder Agreement]



REQUEST OF ACTION

Subject: FY25 - District 2 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$25,000** for District 2.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 51,625
Richland County Recreation Foundation	\$ 5,000
SC Juneteenth Freedom Festival	\$ 5,000
F.U.N.D.S Inc.	\$ 5,000
Black Expo 2025	\$ 10,000
Total Allocation	\$ 25,000
FY25 Approved Allocations YTD	\$ 40,500
Remaining FY2025 Balance	\$ 68,550

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 6 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 6.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

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

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$300,000
Black Expo 2025	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$100,000
Remaining FY2025 Balance	\$277,425

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 9.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

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

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$232,935
Black Expo 2025	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$124,000
Remaining FY2025 Balance	\$186,360

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 10.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 25,050
SC Juneteenth Freedom Festival	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$ 70,000
Remaining FY2025 Balance	\$ 32,475

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,000** for District 11.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$174,552
SC Philharmonic Orchestra	\$ 5,000
Riverbanks Zoo	\$ 10,000
Total Allocation	\$ 15,000
FY25 Approved Allocations YTD	\$ 33,000
Remaining FY2025 Balance	\$208,977

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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