

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, NOVEMBER 16, 2021

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Council

Regular Session
November 16, 2021 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Bill Malinowski

3. **PLEDGE OF ALLEGIANCE**

The Honorable Bill Malinowski

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Special Called Meeting: November 9, 2021 [PAGES 8-18]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Patrick Wright,
County Attorney

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

a. William Coggins, individually, and on behalf of all others similarly situated, V. Richland County Council and Gerald Seals - Civil Action No. 2018-CP-40-2985 –Legal Advice [Pursuant to SC Code of Laws §30-4-70 (a)(2)]

7. **CITIZEN'S INPUT**

The Honorable Paul Livingston

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

8. CITIZEN'S INPUT

The Honorable Paul Livingston

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

9. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

10. REPORT OF THE INTERIM CLERK OF COUNCIL

Michelle Onley, Interim
Clerk of Council

- a. Proposed Council Retreat Locations:

1. Charleston/North Charleston
2. Greenville

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

12. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 21-033MA
Charles Eleazer
RU to GC (3.23 Acres)
S/E Rauch Metz Road
TMS # R02500-07-36 [THIRD READING] [PAGES 19-20]
- b. Ordinance authorizing Quit-Claim deed of Olympia
Alleyway to contiguous landowner (Mr. Outlaw – 726
Maryland Street) [SECOND READING] [PAGES 21-36]

13. THIRD READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance making certain changes to Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation [PAGES 37-56]
- b. An Ordinance Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development [PAGES 57-59]

14. SECOND READING ITEMS

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Carolina Pines Industrial I, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 60-93]

15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Yvonne McBride

- a. Authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from NL Ventures XI Northpoint, LLC to MTP - 1410 Northpoint Blvd., LLC and other related matters [PAGES 94-104]
- b. Consenting to and ratifying the partial assignment and assumption of a fee in lieu of tax and incentive agreement from NL Ventures XI Northpoint, LLC to MTP -1410 Northpoint Blvd., LLC; and other related matters [PAGES 105-115]

16. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

- a. All County Council contracts and agreements adopted by a majority vote of full Council will require a majority vote of full Council to amend and/or change [NOTE: This motion should be taken up as soon as possible, and not be addressed with the overall Council Rules update.] [LIVINGSTON - July 13, 2021] [PAGE 116]

17. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE

The Honorable Gretchen Barron

- a. Mental Health Check-In Program for Richland County Sheriff's Department [PAGES 117-121]
- b. COVID-19 Pandemic Small Business Relief Grant Program [PAGES 122-146]
- c. CDBG-CV Public Service Grants [PAGES 147-154]

18. REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE

The Honorable Chakisse Newton

- a. County Administrator Evaluation
- b. Clerk to Council Search

19. EXECUTIVE SESSION

Patrick Wright,
County Attorney

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

20. MOTION PERIOD

- a. Move to invite the Richland County Conservation Commission to present the Lower Richland Tourism plan to Council.
- b. Proclaiming January 17, 2022 Racial Justice Week in Richland County

The Honorable Chakisse Newton
The Honorable Cheryl English

The Honorable Paul Livingston
The Honorable Yvonne McBride

21. ADJOURNMENT



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



Richland County Council
Regular Session
November 9, 2021 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Kyle Holsclaw, Michelle Onley, Tamar Black, Ashiya Myers, Dale Welch, Justin Landy, Leonardo Brown, John Thompson, Aric Jensen, Bill Davis, Michael Maloney, Zachary Cavanaugh, Patrick Wright, Jennifer Wladischkin, John Ansell, Lori Thomas, Christine Keefer, Beverly Harris, Angela Weathersby, Quinton Epps, Randy Pruitt, Stephen Staley, Hayden Davis, Geo Price and Brian Crooks

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Overture Walker
3. **PLEDGE OF ALLEGIANCE** – The pledge of Allegiance was led by the Honorable Overture Walker
4. **APPROVAL OF MINUTES**

- a. **Regular Session: October 19, 2021** – Ms. Mackey moved, seconded by Ms. Barron, to approve the minutes as distributed.

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

Not Present: Newton

The vote in favor was unanimous.

- b. **Zoning Public Hearing: October 26, 2021** – Ms. Barron moved, seconded by Ms. Mackey, to approve the minutes as distributed.

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

Not Present: Newton

The vote in favor was unanimous.

5. **ADOPTION OF AGENDA** – Mr. Livingston requested to add “Redistricting” under the Report of the Chair. In addition, he requested to add an H-Tax Allocation for District 4. He noted that Chief Cowan is running late; therefore, we will take up the presentation of the resolution when he arrives.

**Regular Session
November 9, 2021**

Ms. McBride moved, seconded by Mr. Pugh, to adopt the agenda as amended.

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

The vote in favor was unanimous.

6. **PRESENTATION OF RESOLUTION**

- a. **Resolution Recognizing Chris Cowan for his service to Richland County** – Ms. Black read the resolution into the record, and Mr. Pugh and Ms. Barron presented Chief Cowan with a token of their appreciation for his service.

7. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** – There were no items for Executive Session

POINT OF PERSONAL PRIVILEGE – Ms. English thanked staff for their support and hard work on bringing the Hopkins Magistrate Project to completion.

8. **CITIZENS' INPUT**

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

9. **CITIZENS' INPUT**

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

10. **REPORT OF THE COUNTY ADMINISTRATOR**

a. **Coronavirus Update**

- The percent positive is at 2.9% for Richland County, which is considered to be in the moderate tier
- 57.3% of Richland County eligible residents have completed their vaccination
- 55.2% of South Carolina eligible residents have completed their vaccination
- As of this report, we have expended over 90% of the ERA (2) funds
- The County has approved approximately \$7,045,042.26 of ERA (2) funds, which has assisted 1,246 applicants
- The County has requested additional ERA funding
- 54 Residents received a \$100 gift card, through the COVID-19 Vaccine Incentive Program, by receiving their 1st vaccine shot at an event on October 30th at the Meeting Place; 7 booster shots were also administered at this event

Mr. Brown requested the remaining \$19,600 in the COVID-19 Vaccine Incentive Program be utilized by Councilmembers, throughout the County, to do additional programs to incentivize residents to become vaccinated.

Ms. Barron moved, seconded by Ms. McBride, to approve the Administrator's recommendation to utilize the remaining \$19,600 to incentivize residents to become vaccinated.

**Regular Session
November 9, 2021**

-2-

Mr. Malinowski inquired if the motion before Council was proper, as this item was listed under the Report of the Administrator, and not as an action item.

Mr. Wright responded in the affirmative.

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

Opposed: Malinowski and J. Walker

Not Present: Newton

The vote was in favor.

b. Project Updates

- Strategic Planning Retreat – The Retreat is scheduled for Monday, November 15th.
- Public Safety Complex – SLED walk-thru on November 10th; in receipt of 8 submissions for the Construction Manager At-Risk
- Department of Social Services Relocation – Continuing to work through the process
- Health Insurance Evaluation – Staff is meeting with employees and retirees to receive feedback, as the County looks at the health insurance benefits
- Refunding Sandhills Assessment Bonds – The sale was more successful than predicted.

POINT OF PERSONAL PRIVILEGE – Mr. Livingston introduced the new County Attorney, Patrick Wright.

11. REPORT OF THE INTERIM CLERK OF COUNCIL

- a. **2022 Council Retreat Location Update** – Ms. Onley noted she received several proposed locations from Councilmembers, and request guidance on how Council could like to proceed.

Mr. Malinowski moved, seconded by Mr. J. Walker, to hold the Retreat at the Township Auditorium on the available dates provided by Mr. Holloman.

In Favor: Malinowski, Terracio and J. Walker

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

Not Present: Newton

The motion failed.

Ms. Mackey moved, seconded by Mr. O. Walker, to hold the Retreat in either Charleston/North Charleston or Greenville.

Mr. J. Walker stated he is a bit befuddled as to how the County's governing body can put forward a plan to take Richland County's tax dollars and spend them in other counties to discuss the business of Richland County.

Mr. J. Walker made a substitute motion, seconded by Mr. Malinowski, to remove Charleston/North Charleston and Greenville from the recommended locations.

In Favor: Malinowski, Terracio and J. Walker

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

Not Present: Newton

The substitute motion failed.

Ms. Mackey suggested reaching out to venues Council has used in the past, and utilizing the original dates provided.

Ms. McBride noted when Council has visited other counties we looked at initiatives in those counties, which helps the County to continue to be innovative and progressive.

Mr. Malinowski noted, if Council wants to find out about initiatives in this counties, they could make individual trips or hold Zoom meetings. He stated he cannot support leaving Richland County because if residents want to attend the Retreat they will have to travel to these locations.

Ms. Barron stated Council can utilize the technology at our disposal to engage the citizens.

Ms. McBride noted we have had meetings in the County, and there has not been good public turnout.

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

Opposed: Malinowski, Terracio and J. Walker

Not Present: Newton

The vote was in favor to hold the Retreat in either Charleston/North Charleston or Greenville.

- b. **Reminder of Upcoming Council Meetings** – Ms. Onley reminded Council members of the dates of the upcoming Council meetings.

12. **REPORT OF THE CHAIR**

- a. **Redistricting** – Mr. Livingston stated he would like to schedule a work session soon. He noted it is important for Councilmembers to attend this work session. He will be forwarding preliminary information to Councilmembers.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. **Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$40,000,000 for the purpose of acquiring, constructing, equipping, rehabilitating and improving a Public Safety Complex; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds, providing for the disposition of the proceeds of the bonds and the payment of the bonds, and other related matters** – No one signed up to speak.
- b. **An Ordinance making certain changes to Article I, Chapter 16 of the code of Ordinances of Richland County relating to business licensing and regulation** – Ms. Pam Davis spoke on this

Regular Session
November 9, 2021

-4-

item.

- c. **An Ordinance Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development** – Mr. Jason Enoch, Mr. Chris Lawson, Mr. Carroll Lucas, Mr. Ernest Etheredge, Ms. Kim Murphy, Mr. John Grego, Mr. Taylor Oxendine, Mr. Kevin Steelman, Mr. Josh Rabon and Ms. Traci Cooper spoke regarding this item.
- d. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 2, Competitive Purchasing Policy; Section 2-612, Same-Purchase Negotiations; so as to change the requirements regarding residential Solid Waste Collection vendors** – No one signed up to speak.
- e. **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 Avantech, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters** – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. **Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$40,000,000 for the purpose of acquiring, constructing, equipping, rehabilitating and improving a Public Safety Complex; authorizing the County Administrator to prescribe the details of the bonds, providing for the disposition of the proceeds of the bonds and payment of the bonds, and other related matters [THIRD READING]**
- b. **21-033MA, Charles Eleazer, RU to GC (3.23 Acres), S/E Rauch Metz Road, TMS # R02500-07-36 [SECOND READING]**
- c. **RCSD School Supply/Backpack Grant Approval**
- d. **RCSD Midlands Gang Task Force Grant**
- e. **Utilities Department – Quail Creek Collection System Rehabilitation**
- f. **Utilities Department – Rabbit Run Sewer Line – Southeast Sewer Project Flow Increase**
- g. **Utilities Department – Request for Approval of willingness to serve letter for the Point at Chestnut Plantation Development (TMS # R05211-01-01)**
- h. **Community Planning & Development – TetraTech Change Order**
- i. **Government & Community Services – “Seeds to Engage” Small Business Grant Program**

Ms. Newton moved, seconded by Ms. Barron, to approve the Consent Items.

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

Not Present: Newton

Regular Session
November 9, 2021

-5-

The vote in favor was unanimous.

15. **THIRD READING ITEMS**

- a. **An Ordinance making certain changes to Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation** – Mr. Malinowski moved, seconded by Ms. McBride, to defer this item for additional information.

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

The vote in favor was unanimous.

- b. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration: Article X, Purchasing, Division 2, Competitive Purchasing Policy; Section 2-612, Same-Purchase Negotiations; so as to change the requirements regarding residential Solid Waste Collection vendors** – Ms. Mackey moved, seconded by Ms. Barron, to approve this item.

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

The vote in favor was unanimous.

- c. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Avantech, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters** – Ms. McBride moved, seconded by Ms. Barron, to approve this item.

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

The vote in favor was unanimous.

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

- a. **Economic Development – Funding for the repaving of Mauney Drive from the County Transportation Committee (CTC)** – Mr. Malinowski clarified the committee’s recommendation was to place Mauney Drive on Public Works’ priority list for paving, and not just to pave it.

Mr. Brown stated, in this instance, Economic Development requested the committee, and ultimately Council, to allow them to apply for CTC funding. During the committee’s discussion, questions were posed as to whether CTC had funding, and if the County already had projects identified for CTC funding. The project has not been awarded funding. The request is for the ability to request CTC funding for this particular project.

Mr. Malinowski restated the committee’s recommendation is to allow the Public Works Department to apply for CTC funds for Mauney Drive. If the funds are not received, to place the road on Public Works’ priority list for paving.

Ms. Terracio inquired if this is item is time-sensitive.

**Regular Session
November 9, 2021**

-6-

Mr. Ruble noted the initial request came from Tyson and Owens Steel, which complained about potholes. He does not believe it is time-sensitive.

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

The vote in favor was unanimous.

- b. **Department of Public Works – Solid Waste & Recycling Division – Residential Curbside Collection Services, Area I- Contract Award recommendation** – Mr. Malinowski stated the committee recommendation was for denial of the award of the contract.

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

Opposed: Malinowski, Pugh, Livingston and J. Walker

Abstain: Newton

The vote was in favor of the committee’s recommendation for denial.

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

In Favor: Malinowski, J. Walker and Newton

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

The motion for reconsideration failed.

Ms. Newton inquired what the procedure or process will be following the vote for denial.

Mr. Brown responded the current vendor will remain in place.

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

- a. **Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Carolina Pines Industrial, LLC; identifying the project; and other matters related thereto** –

Ms. McBride stated this is an inducement resolution for Carolina Pine Industrial, LLC that legally recognizes this project, so that any investment can be capture in a FILOT agreement. The committee recommended approval.

Mr. Malinowski inquired as to what the infrastructure credits are for the entity. He indicated he would speak with Mr. Ruble prior to 2nd Reading of this item to obtain the information.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, 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 Carolina Pines Industrial I.**

LLC, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] – Ms. McBride stated Carolina Pines Industrial, LLC is an operating entity, from a Charlotte-based development company. They are proposing to construct a 210,000 sq. ft. building at the Carolina Pines Industry Park in Blythewood. The 30-year agreement sets the assessment ratio at 6% with a fixed millage. The committee’s recommendation is for approval.

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

Opposed: Malinowski and J. Walker

The vote was in favor.

18. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE

- a. **HVAC and Ventilation System** – Ms. Barron stated the committee’s recommendation is to approve \$5,205,000 in ARP funding to replace the HVAC and Ventilation System, as well as the roofing at 2000 and 2020 Hampton Street.

Mr. Malinowski inquired if everything is being replaced.

Mr. Brown responded the entire HVAC System is being replaced.

Mr. Malinowski stated he does not understand why it is sole source, and we have to utilize the current vendor, instead of bidding it out.

Mr. Pruitt stated the duct work will not be replaced. The reason it is being sole sourced is because it is proprietary. It is the vendor’s equipment that we will be connecting the new equipment to, which saves us.

Ms. McBride inquired if this means anytime we have HVAC maintenance done we have to utilize the same supplier.

Mr. Brown responded what we are doing now is addressing an issue within the facility, which has not been addressed (i.e air quality). We now have a mechanism in which to do that.

Ms. McBride stated her concern is limiting the County and eliminating other entities opportunity to bid for projects.

Mr. Malinowski inquired if we are paying Sourcewell independently, as a third-party. He stated if we are dealing with a company that is currently providing us HVAC, and we have contracts with them, why not go directly to the company.

Ms. Wladischkin responded Sourcewell is a purchasing cooperative where government entities join together in order to competitively issue solicitations with the intent to have other governmental entities be able to use them so you can leverage your buying power.

Mr. Malinowski stated, for clarification, we cannot get the same deal with dealing with the company we have been dealing with for years because they are sole source.

Ms. Wladischkin responded she will research this further.

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

Opposed: Pugh and McBride

The vote was in favor.

In Favor: Malinowski, Pugh, McBride

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

The motion for reconsideration failed.

- b. Utilities Delinquent Receivable** – Ms. Barron stated the committee’s recommendation is to reserve up to \$1M in ARP lost revenue funds to recover utility bad debt brought on by the pandemic.

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

The vote in favor was unanimous.

Ms. Barron moved, seconded by Mr. O. Walker, to reconsider Items 18(a) and (b).

Mr. Pugh requested to divide the question.

Ms. Barron withdrew her motion.

Mr. Pugh moved, seconded by Mr. Malinowski, to reconsider Items 18(a) and (b) separately.

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

Opposed: Barron and Mackey

The vote was in favor of reconsidering Items 18(a) and (b) separately.

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

The motion for reconsideration failed.

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Three Rivers Greenway Phase II Funding** – Mr. O. Walker stated the committee recommended approval of the request.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

20. OTHER ITEMS

- a. **An Emergency Ordinance extending previous emergency ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19, specifically the recent surge in the delta variant** – Ms. Mackey moved, seconded by Ms. Barron, to approve this item.

Mr. Malinowski inquired if we had to retract the previous ordinance.

Ms. Mackey responded she was not aware of the ordinance being retracted.

Mr. Malinowski inquired, at what point, will it be determined we will no longer need to wear masks.

Ms. Barron responded we are working to get people vaccinated, so until we get to a safe level of herd immunity she supports a mask ordinance.

Mr. J. Walker stated, as a Council, we have tried to de-conflict the confusion in the marketplace by allying ourselves with the City of Columbia. It is his understanding, the City allowed their ordinance to expire. He requested verification that the City did allow their ordinance to expire. In addition, he inquired what the ramifications of conflicting ordinances, overlaying similar real estate, could look like.

Mr. Brown responded we will have individuals contacting the County to inquire about who is imposing what, who is required to what, and where, and requesting the Fire Marshal to go out and potentially address mask violations. In response to Mr. Malinowski's previous question as to when the mask ordinance expires, it is a policy decision of Council. He noted he was able to confirm the City had allowed their ordinance to expire.

Ms. McBride noted she wants to work collaboratively with the City, but she is more concerned about saving the lives of our citizens. She inquired about how many Richland County residents passed away in the last month from COVID.

Mr. Brown responded he does not have the requested information readily available.

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

Opposed: Malinowski, Terracio and J. Walker

The vote was in favor.

- b. **FY22-District 3 Hospitality Tax Allocation**

- c. **FY22- District 10 Hospitality Tax Allocation**
- d. **FY22-District 4 Hospitality Tax Allocation**
- e. **Resolution to appoint and commission Stephen Staley, Shirani Fuller and Richard Player as Code Enforcement officers for the proper security, general welfare, and convenience of Richland County**
- f. **A Resolution to appoint and commission Yvonne Belton Gilliam as a Code Enforcement officer for the proper security, general welfare, and convenience of Richland County**
- g. **A Resolution to appoint and commission Felicia Rowana Pringle as a Code Enforcement officer for the proper security, general welfare, and convenience of Richland County**
- h. **A Resolution to appoint and commission Angie Renee Cooper as a Code Enforcement officer for the proper security, general welfare, and convenience of Richland County**
- i. **South Carolina Rural Water Association (SCRWA) Voting Delegate Approval**

Ms. Newton moved, seconded by Ms. Mackey, to approve Items 20(b) – 20(i).

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

The vote in favor was unanimous.

Ms. Barron moved, seconded by Ms. English, to reconsider Items 20(b), (c) and (d).

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

The motion for reconsideration of Items 20(b), (c) and (d) failed.

- 21. **EXECUTIVE SESSION** – There were no items for Executive Session.
- 22. **MOTIONS PERIOD** – There were no motions submitted.
- 23. **ADJOURNMENT** – The meeting adjourned at approximately 8:07 PM

Richland County Council Request for Action

Subject:

21-033MA
Charles Eleazer
RU to GC (3.23 Acres)
S/E Rauch Metz Road
TMS # R02500-07-36

Notes:

First Reading: October 26, 2021
Second Reading: November 9, 2021
Third Reading: November 16, 2021 {Tentative}
Public Hearing: October 26, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R02500-07-36 FROM RURAL DISTRICT (RU) 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 # R02500-07-36 from Rural District (RU) 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 _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 26, 2021
First Reading: October 26, 2021
Second Reading: November 9, 2021
Third Reading: November 6, 2021

Richland County Council Request for Action

Subject:

An Ordinance authorizing a quit claim deed to Marvin Outlaw for a parcel of land located in Richland County, known as the Olympia Alleyways; specifically the land abutting the rear property line of TMS #08814-02-01 (726 Maryland Street)

Notes:

October 26, 2021 – The D&S Committee recommended Council approve granting a quit claim deed to Mr. Outlaw for the Olympia alleyway contiguous to his property at 726 Maryland Street.

First Reading: November 9, 2021

Second Reading: November 16, 2021 {Tentative}

Third Reading: December 7, 2021 {Tentative}

Public Hearing: December 7, 2021

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

| | | | | | |
|------------------------------------|--|--------------------------|------------------|------------------------|--|
| Prepared by: | Elizabeth McLean, Esq. | | Title: | Deputy County Attorney | |
| Department: | County Attorney's Office | Division: | | | |
| Date Prepared: | October 05, 2021 | Meeting Date: | October 26, 2021 | | |
| Budget Review | James Hayes via email | | Date: | October 13, 2021 | |
| Finance Review | Stacey Hamm via email | | Date: | October 19, 2021 | |
| Approved for consideration: | County Administrator | Leonardo Brown, MBA, CPM | | | |
| Committee | Development & Services | | | | |
| Subject: | Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Mr. Outlaw – 726 Maryland Street) | | | | |

STAFF'S RECOMMENDED ACTION:

Approve an ordinance granting a quit-claim deed to Mr. Marvin Outlaw for the Olympia alleyway contiguous to his property at 726 Maryland Street.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None known.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

| | |
|----------------|--|
| Council Member | |
| Meeting | |
| Date | |

STRATEGIC & GENERATIVE DISCUSSION:

The County Attorney's Office received a request from the attorney for Mr. Marvin Outlaw, who owns the property at 726 Maryland Street in Olympia, to have the County grant him a quit-claim deed for the alleyway behind his property.

As a general history of this issue, the county passed an ordinance in 1982 (1003-82HR, see attached) whereby the homeowners of property contiguous to any alleyway could petition the county for a quit-claim deed to ½ of the depth of the alleyway abutting their property. The ordinance outlines the specific reasons for council's actions. The county, over the years, has quit-claimed many alleyways to contiguous property owners. Approval of the request means there are no potential claims for maintenance or liability on the quit-claimed portion.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Proposed Ordinance
2. Request from Marvin Outlaw, via letter from S. R. Anderson (including Ord 1003-82HR -Olympia Alleyway Ord)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-21HR

AN ORDINANCE AUTHORIZING A QUIT CLAIM DEED TO MARVIN OUTLAW FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08814-02-01 (726 MARYLAND STREET).

NOW THEREFORE, 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 County of Richland and its employees and agents are hereby authorized to grant a quit claim deed to MARVIN OUTLAW FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08814-02-01 (726 MARYLAND STREET), as specifically described in the deed entitled "Quit Claim Deed", which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2021.

Michelle Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

LAW OFFICE OF S. R. ANDERSON
ATTORNEY AT LAW
2008 MARION STREET, SUITE J
POST OFFICE BOX 12188
COLUMBIA, SOUTH CAROLINA 29211-2188

S. R. ANDERSON

(803) 252-2828
FAX (803) 254-1935
EMAIL sraatlaw@bellsouth.net

September 24, 2021

Richland County Council
2020 Hampton Street
Columbia, SC 29201

RE: Marvin Outlaw
TMS #: 08814-02-01
762 Maryland Street
Columbia, SC 29201

Dear Sir:

I represent Marvin Outlaw with regards to the above referenced property.

I enclose the following:

1. Deed into Mr. Outlaw regarding the property known as 762 Maryland Street
2. Plat showing 762 Maryland Street with 10 foot alleyway
3. In accordance with ordinance 1003-85 Mr. Outlaw desires that County Council grant him a Quitclaim Deed as to half of the alleyway which abuts his property. I think a Quitclaim Deed has already been granted to Mr. Outlaw's neighbor on the back side of his property conveying to him half of the alleyway.

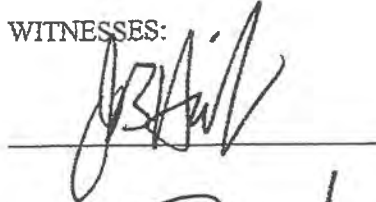
Sincerely,

S.R. Anderson

SRA/rabi
Enc
CC: Client

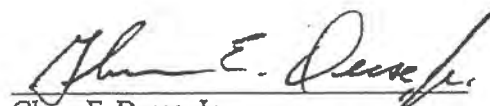
WITNESS Grantor's hand and seal this 9th day of ~~June~~ July, 2008.

WITNESSES:




Myrtle D. Deese





Glenn E. Deese, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, a Notary Public for South Carolina, do hereby certify that Myrtle D. Deese and Glenn E. Deese, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9th day of ~~June~~ July, 2008.



(SEAL)
Notary Public for South Carolina
My commission expires: 10/9/16

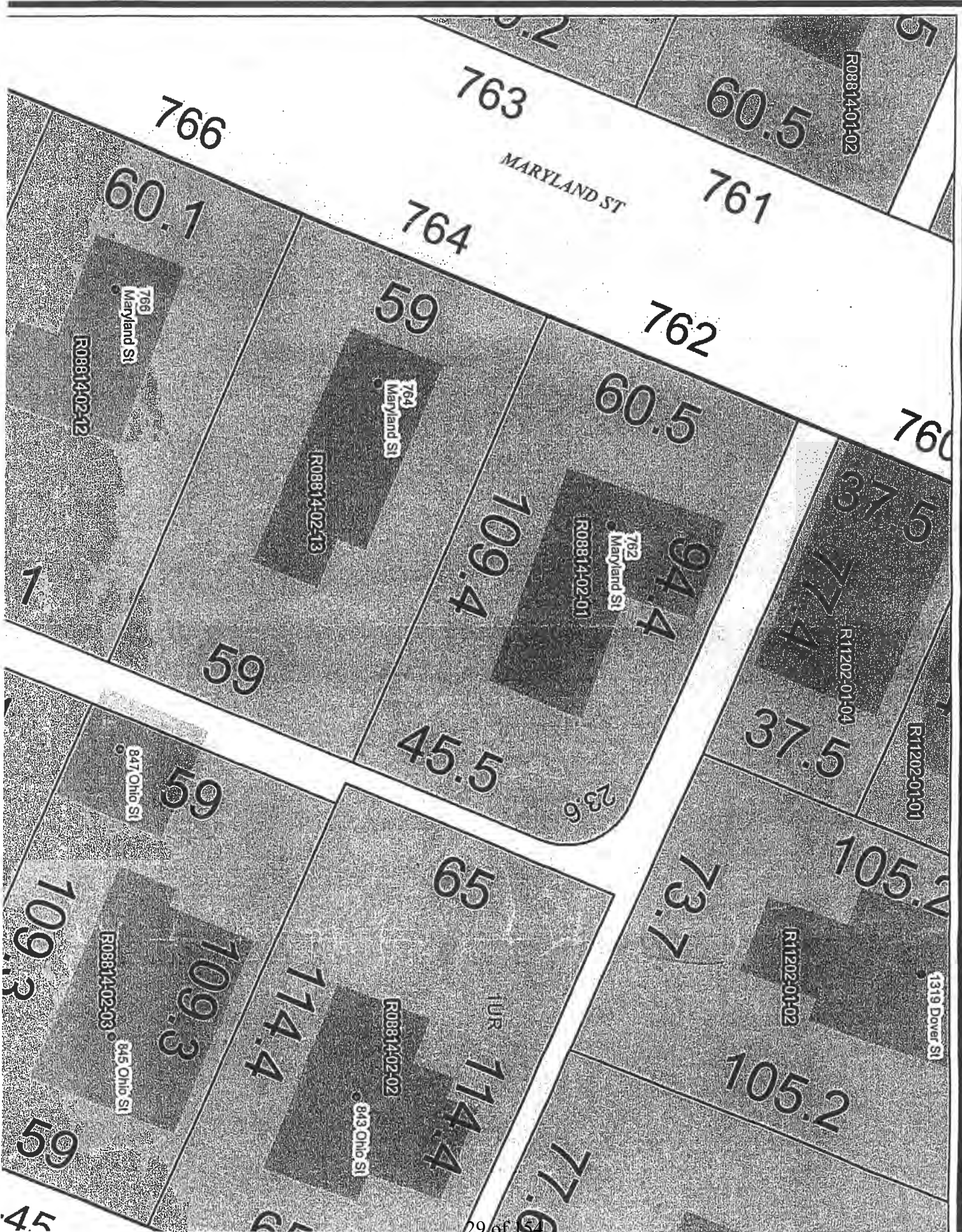
EXHIBIT A

All that certain piece, parcel or lot of land, with the improvements thereon situate, lying and being on the eastern side of Maryland (formerly Seventh) Street, south of Berkeley Street or Avenue, south of the City of Columbia, in the County of Richland, State of South Carolina, said lot being shown and designated as Lot No. Four (4) in Block No. twenty-seven (27) on drawing No. 1 of map showing property of Ebert Realty Company and also showing property of Pacific Mills, said drawing made by Tomlinson Engineering Company, dated October, 1939 (with title of drawing changed to include property of Ebert Realty Company on July 15, 1940) said drawing No. 1 being recorded in the Office of the Register of Deeds for Richland County in Plat Book I at Page 76 and being bounded as follows: On the North by an alleyway ten feet wide as shown on said drawing, on which it measures to curve at the northeast side of this lot ninety-four and 4/10 (94.4') feet; on the East by an alleyway ten feet wide, as shown on said drawing on which it measures to curve at northeast side of this lot forty-five and 5/10 (45.5') feet; on the South by Lot No. 5 in said lock No. 27, as shown on said drawing, on which it measures one hundred nine and 4/10 (109.4') feet; and on the West by Maryland (formerly Seventh) Street, as shown on said drawing, on which it measures sixty and 5/10 (60.5') feet. Also known as 762 Maryland Street, Columbia, South Carolina.

This being the same property conveyed to Myrtle D. Deese by Deed of Distribution of the Estate of Glenn E. Deese, Sr. (1998-ES-32-00162) dated June 13, 1998 and recorded June 22, 1998 in the Office of the Register of Deeds for Richland County in Book 102 at Page 892. This being the same property conveyed to Glenn E. Deese, Sr. and Glenn E. Deese, Jr. by deed of Lexington State Bank recorded October 1, 1990 in the Office of the Register of Deeds for Richland County in Book 999 at Page 319.

TMS# 08814-02-01.

Myrtle D. Deese
 1431 Paul Street
 Columbia, SC 29201
 803-737-2882
 Registrar of Deeds
 Richland County, South Carolina



Richland County Council Request of Action

Subject: Quit Claim Deeds for Vacant Property Located in the Olympia Neighborhood

A. Purpose

Council is requested to approve the ordinance(s) authorizing quit claim deeds involving two (2) pieces of vacant land in the Olympia Neighborhood in Columbia, SC.

B. Background / Discussion

In the early 1900's, several mills were established in the area of Columbia now known as the Olympia area. There were several large tracts of land which these mills controlled. Eventually, these tracts were cut up, streets established and home lots were surveyed out. When the home lots were cut out, an alleyway, 10 foot wide, was also established along the rear, and in some cases, the side property line of these lots. These alleyways are vacant and not used by the County.

In 1982, the County passed a County ordinance authorizing County landowners to apply to the County for quit claim deeds in the Olympia community – see attached ordinance (Exhibit B).

Historically, once the County received a request from a property owner in the Olympia community regarding a vacant alleyway, the County would contact the property owner and all the property owners bordering the vacant alleyway regarding their interest in receiving half of the vacant land that abuts their property.

If the property owners wanted a portion of the alleyway that borders their property, the County would give the property owner 50% of the vacant land. The remaining 50% of the vacant land would be given to the adjacent property owner. If the property owner did not have an interest in receiving the vacant land, the ownership of the entire portion of the vacant land would be deeded over to the adjacent property owner.

In August 2015, William Short requested that the County quit claim the vacant land bordering his property at 735 Maryland St. (R11203-12-13) – see red portion in the attached map.

On September 28, 2015, staff mailed letters to the property owners whose property bordered Mr. Short's property regarding their interest in receiving 50% of the vacant land. After 30 days of the date of the letter, property owner (Shelby King) contacted the County and requested to receive 50% of the vacant land bordering her property at 638 Kentucky St. (R11203-12-17). Quit claim deeds were already in place for the vacant land at the properties located at 1206 Whitney St. (R11203-12-15) & 1208 Whitney St. (R11203-12-14) – see attached deeds. Please note that the attached deeds reflect the transfer of the ownership of the lots, not the dates the deeds were recorded.

At this time, staff is requesting that Council to approve the ordinance(s) authorizing quit claim deeds for Mr. Short and Ms. King to receive 50%, or 5ft., of the vacant land that borders his property with the property owned by Shelby King.

The ordinance is attached. (Exhibit A)

C. Legislative / Chronological History

This is a staff-initiated request in response to William Short's request to claim the vacant land bordering his property at 735 Maryland St.

D. Financial Impact

There is no significant financial impact associated with this request. If the quit claim deeds are approved by Council, then the vacant land will be placed back on the County's tax rolls.

The average taxable value of the lots in the Olympia community is currently \$8,000, and the lot value of the parcels referenced in this ROA is \$8,000. Given that the County does mass appraisals and these lots have the same utility as the others and the vacant alleyway does not adversely affect the value of these lots, it is anticipated that there would not be any value increase to any of the properties. Therefore, if the quit claim deeds are approved, there would be no increase in the amount of taxes collected by the County.

Alternatives

1. Approve the request to approve the ordinance(s) authorizing the quit claim deeds.
2. Do not approve the request to approve the ordinance(s) authorizing the quit claim deeds.

E. Recommendation

It is recommended that Council approve the ordinance(s) authorizing the quit claim deeds. By doing so, this property will be placed back on the tax rolls.

Recommended by: Administration

Department: Richland County Council

Date: November 2, 2015

F. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While "Council Discretion" may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 12/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Assessor

Reviewed by: Liz McDonald

Date: 12/15/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 1/7/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Roxanne Ancheta

Date: January 7, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the ordinance(s) authorizing the quit claim deeds. By doing so, this property will be placed back on the tax rolls.

Exhibit A

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE AUTHORIZING QUIT CLAIM DEEDS TO SHELBY KING AND WILLIAM SHORT FOR PARCELS OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS, AND ABBUTTING TMS#11203-12-17 AND 11203-12-13.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant quit claim deeds to Shelby P. King and William M. Short for certain abandon alleyways in the Olympia neighborhood, as specifically described in two deeds entitled "Quit Claim Deed", which are attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2016.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Exhibit B

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 1983-825R

AN ORDINANCE AUTHORIZING CERTAIN RICHLAND COUNTY LANDOWNERS TO APPLY TO THE COUNTY GOVERNMENT FOR QUIT CLAIM DEEDS IN THE OLYMPIA COMMUNITY.

Whereas, certain alleyways in the so-called Olympia community of Richland County have been abandoned by their owners, have become overgrown and unused by the general public, and since Richland County has determined that the alleys cannot be used for any legitimate public purpose.

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 THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Purpose and Intent.

In order to resolve the current confusion in the Olympia community of Richland County as to the ownership and proper use on the number of alleys that run between and behind the residences of the Olympia community, and to recruit the participation of the land owners of the Olympia community in eliminating a public eye sore and nuisance, this ordinance is enacted.

SECTION II. Procedure for Application for Quit Claim Deeds.

Any person who holds fee simple title to any residential lot in the so-called Olympia community of Richland County, may apply to the Office of the Richland County Administrator for a quit-claim deed, whereby the County shall convey any interest it may have to the applicant; provided that no property owner may apply for an interest in an alley greater than one-half (1/2) of the depth of the alley contiguous to his/her lot.

SECTION III. Legal Status of Olympia Alleys.

Richland County does not claim a fee simple interest in any of the Olympia alleys, but, since, the alleys have been abandoned by their owners and have fallen into general public use, the County could claim some interest by law or equity, in such alleys.

The enactment of this ordinance is not designed to assert title on the part of Richland County, but merely to expedite the conveyance of whatever interest the County may have, if any.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after December 15, 1982.

RICHLAND COUNTY COUNCIL

BY: 
John V. Green, Chairman

ATTEST this the 13th day of
April, 1983
1982.


CLERK OF COUNCIL



CKP File No.: 13-0078 OUTLAW
Loan Number: 155723 L36
Borrower(s): Marvin Outlaw
Property Address: 762 Maryland Street, Columbia, SC 29201

Mortgagee: Palmetto Citizens Federal Credit Union
Date of Mortgage: March 5, 2013

EXHIBIT "A"
Legal Description

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as Lot 4, Block 27, on a plat of property of Ebert Realty Company and Pacific Mills, prepared by Tomlinson Engineering Company, dated October 1939, and recorded in the Office of the RMC/ROD for Richland County in Plat/Record Book I at Page 76; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

This being the identical property conveyed to Marvin Outlaw by Deed of Myrtle D. Reese and Glenn E. Deese, Jr., dated July 9, 2008, and recorded , in Record Book 1470, Page 2079, Richland County records.

Richland County Tax Map Number: 08814-02-01

Richland County Council Request for Action

Subject:

An Ordinance making certain changes to Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation

Notes:

September 28, 2021 – The A&F Committee recommended Council approve the Business License Ordinance Amendment to comply with SC Act 176 (Business License Standardization Act.)

First Reading: October 5, 2021

Second Reading: October 19, 2021

Third Reading: November 16, 2021 {Tentative}

Public Hearing: November 9, 2021



Agenda Briefing Addendum

| | | | |
|------------------------------------|--|----------------------|-------------------------------|
| Prepared by: | Zachary Cavanaugh | Title: | Director of Business Services |
| Department: | Community Planning & Development | Division: | Business Service Center |
| Date Prepared: | November 10, 2021 | Meeting Date: | November 09, 2021 |
| Approved for Consideration: | Assistant County Administrator | Aric A Jensen, AICP | |
| Meeting: | Special Called | | |
| Agenda Item: | Item 14B An Ordinance making certain changes to Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation [THIRD READING] | | |

CONTEXT:

At the November 10, 2021 Special Called County Council meeting, Ms. Pam Davis commented on the proposed revisions to the business license ordinance as mandated by SC Act 176. Very briefly, executive administration staff spoke with Ms. Davis, and she stated that her comments were not in regards to the proposed mandated updates, but rather, they were in regards to work that she had performed during her time as a County employee.

COMMENTS OF MS. PAM DAVIS:

If you adopt this ordinance:

You will stop collecting revenue from a business group that counties are authorized by State law to collect from, and that you are currently collecting from.

You will continue giving one industry special treatment not provided to other business industries in the same circumstances.

You will continue giving up tens of thousands of dollars every year by giving contractors a "sweetheart rate" not given to hundreds of small and minority businesses and industries in the same circumstances.

You will continue allowing businesses denied a business license or have their business license revoked to continue operating while they appeal the decision in the courts.

Reply:

Administration spoke with Ms. Davis, and her comments were not related to the mandatory business license updates required by SC Act 176. The comments were more related to what she believed to be a "lost opportunity" to make additional changes that were not mandated by the State Code update, and that this could have been a "comprehensive update" to the Richland County business license code.

Furthermore, the updates as drafted will not result in the County losing or gaining any revenue. SC Act 176 specifically states that the County may not collect revenue in aggregate in the year 2022 greater than was collected in the year 2020. Ms. Davis was attempting to communicate that in 2018, as an employee of the County, she had drafted a list of ordinance changes that she felt were important, but that weren't ever adopted by Council. Staff has obtained a copy of those changes, and they are multiple and lengthy. They are definitively not related to the updates required by SC Act 176. As such they need

to be considered as a separate item and go through the normal public advertising, public hearing, and committee review process before being heard by Council.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This ordinance amendment is solely for the purpose of complying with SC Act 176 and has been properly noticed to the public as such. It also has been vetted by representatives of the Municipal Association of South Carolina, Richland County Attorney's Office, and Business Service Center Staff. The proposed revisions from Ms. Davis are not related to SC Act 176 and have not been properly noticed and advertised to the public, nor vetted by Staff. If the Council is interested in considering the revisions proposed by Ms. Davis in 2018, it should direct staff to start that review process independently and continue to third reading for this item.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE MAKING CERTAIN CHANGES TO ARTICLE I, CHAPTER 16 OF THE CODE OF ORDINANCES OF RICHLAND COUNTY RELATING TO BUSINESS LICENSING AND REGULATION.

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 Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; is hereby amended by deleting all of the language in Article I and inserting:

ARTICLE I. IN GENERAL

Sec. 16-1. License Required.

Every person engaged or intending to engage in any calling, business, occupation or profession, whether or not it is listed in the rate classification index portion of the Business License Fee Schedule, in whole or in part, within the unincorporated areas of the county is required to submit a completed application for a business license accompanied by the appropriate **tax funds** for the privilege of doing business in the county and to obtain a business license as herein provided, except those as noted in Section 16-7.

Sec. 16-2. Definitions.

The following words, terms, and phrases, when used in this article shall have the meaning ascribed herein, except where the context clearly indicates or requires a different meaning:

- (1) Business means a calling, occupation, profession or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly. A charitable organization shall be deemed a business unless the entire proceeds of its operation are devoted to charitable purposes. **For the purposes of this article, business does not include a wholesaler who does not maintain a warehouse or distribution establishment within the County.**
- (2) Charitable organization means a person:
 - (a) determined by the Internal Revenue Service to be a tax exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code; or
 - (b) that is or holds itself out to be established for any benevolent, social welfare, scientific, educational, environmental, philanthropic, humane, patriotic, public health, civic, or other eleemosynary purpose, or for the benefit of law enforcement personnel, firefighters, or other persons who protect the public safety; or
 - (c) that employs a charitable appeal as the basis of solicitation or an appeal that suggests that there is a charitable purpose to a solicitation, or that solicits or obtains contributions solicited from the public for a charitable purpose.

(3) Charitable purpose means a purpose described in Section 501(c)(3) of the Internal Revenue Code or a benevolent, social welfare, scientific, educational, environmental, philanthropic, humane, patriotic, public health, civic, or other eleemosynary objective, including an objective of an organization of law enforcement personnel, firefighters, or other persons who protect the public safety if a stated purpose of the solicitations includes a benefit to a person outside the actual service membership of the organization.

(4) Classification means a division of businesses by major groups subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by County Council.

(5) Construction Manager means any self-employed individual, firm, partnership, corporation, or group which supervises or coordinates construction of any building, highway, sewer, grading, improvement, re-improvement, structure, or part thereof. Notwithstanding payment by fixed price, commission, tax, fee, or wage, said construction manager shall be classified in the category of construction contractors for purposes of this article and shall pay a license tax based upon the total cost of the undertaking supervised or coordinated, except as otherwise exempted.

(6) Contractor means any self-employed individual (not reporting income taxes on the IRS Form W2), firm, partnership, corporation, or group performing a service or providing a product subsequent to a contract signed by that party and another party.

(7) County means the County of Richland.

(8) Domicile means a principal place from which the trade or business of a licensee is conducted, directed, or managed. A licensee may have more than one domicile.

(9) Drinking Place means any business which obtains the majority, not necessarily at least 50.1%, of its gross income from the sale or provision of alcohol for onsite consumption.

(10)(a)(i) Gross income means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within Richland County. For a licensee who has a domicile in the County, business done within the County shall include all gross receipts or revenue received or accrued by such person or business, excepting income earned outside of the County on which a license tax is paid by the person or business to some other county or municipality and fully reported to the County. For a licensee who does not have a domicile in the County, business done within the County shall include only gross receipts or revenue received or accrued within the County. In all cases, if the licensee pays a business license tax to another county or municipality, then the taxpayer's gross income for the purpose of computing the tax within the County must be reduced by the amount of gross income taxed in the other county or municipality.

(ii) Gross income for agents means gross commissions received or retained. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.

(iii) Gross income for insurance companies means gross premiums written.

(iv) Gross income for manufacturers of goods or materials " is the lesser of gross income collected from business done at the location within the County, the amount of income allocated and apportioned to that location by the business for purposes of the business's state income tax return, or the amount of expenses attributable to the location as a cost center of the

business. Manufacturers include those licensees reporting a manufacturing principal business activity code on their federal income tax returns.

(v) Gross income for telecommunications providers is subject to the provisions of Article 20, Chapter 9, Title 58.

(b) Gross income for business license tax purposes may not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade in merchandise may be included in gross income.

(c) The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other governmental agencies.

~~Gross income means the total revenue of a business, received or accrued, for one calendar or fiscal year, collected or to be collected by a business within the county, excepting therefrom business done wholly outside of the county on which a license fee is paid to some other county or a municipality and fully reported to Richland County.~~

~~Gross income for brokers or agents means gross commissions received or retained, unless otherwise specified. Gross income for business license fee purposes shall not include taxes collected for a governmental entity (such as sales taxes), escrow funds, or funds that are the property of a third party. The value of bartered goods or trade in merchandise shall be included in gross income. The gross income for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agency.~~

(11) Gross receipts means the value proceeding or accruing from the sale of tangible personal property, including merchandise and commodities of any kind and character and all receipts, by the reason of any business engaged in, including interest, dividends, discounts, rentals of real estate or royalties, without any deduction on account of the cost of the property sold, the cost of the materials used, labor or service cost, interest paid, or any other expenses whatsoever, and without any deductions on account of losses.

(12) Insurance company refers to a business which meets the definition established in South Carolina Code of Laws, § 38-1-20, Definitions: an insurer defined as “any corporation, ... or aggregation of individuals engaging or proposing or attempting to engage as principals in any kind of insurance [defined as a “contract whereby one undertakes to indemnify another or pay a specified amount upon determinable contingencies”] or surety business, including the exchanging of reciprocal or inter-insurance contracts between individuals, partnerships, and corporations”, and does not meet the criteria for a health maintenance organization as covered by South Carolina Code of Laws, § 38-33-104(D).

(13) Licensee means the business or the person applying for a license on behalf of a business, an agent or legal representative of a business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

(14) License official means a county employee who is designated to administer this article, and/or his/her designee.

(15) Person means any individual, firm, partnership, LLP, LLC, cooperative, nonprofit membership, corporation, joint venture, professional association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the

singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

(16) Sexually Oriented Business means a sexually oriented business as defined within Section 26-22 of the Richland County Code of Ordinances.

(17) Wholesaler means a business that specializes in the sale of goods to an individual who will resell the goods. The sale includes the delivery of goods to the reselling individual. A wholesaler does not sell goods to a user or a final consumer.

Sec. 16-3. Purpose and Duration.

- (1) The requirement of a business license is for the purpose of assuring that a business conducted within unincorporated Richland County complies with all applicable State and County regulations and requirements in order to protect the health, safety and welfare of the citizens of the County. Additionally, the requirement of a business license tax levied by this article serves to establish an excise tax for the privilege of doing business within unincorporated Richland County.
- (2) Each license that is issued shall be valid for one calendar year, beginning on January 1 and expiring on December 31. This time period shall be considered a license year. The provisions of this article and the rates set out in this article shall remain in effect from year to year as amended by the County Council. The license of a licensee who has applied for and received a business license through December 31, 2021 shall continue until April 30, 2022. Each license issued thereafter shall be issued for the twelve-month period beginning on May 1 and ending April 30.
- (3) Notwithstanding the provisions of subsection (2), the county may issue a business license to a contractor with respect to a specific construction project which may, at the request of the licensee, expire at the completion of the construction project.
- (4) The provisions of this article and the rates set out in this article shall remain in effect from year to year as amended by the County Council.

Sec. 16-4. License Tax.

(1) The required license tax shall be paid for each business subject to this article according to the applicable rate classification on or before May 1 of each year and the county may impose a penalty on a licensee who has not paid by this date. However, an admitted insurance company may pay before June 1 without penalty.

(2) A separate license shall be required for each place of business and for each classification of business conducted at one place. If gross income cannot be separated for classifications at one location, the license tax shall be computed on the combined gross income for the classification requiring the highest rate.

(3) A license tax based on gross income shall be computed on the gross income for the preceding calendar or fiscal year, and on a 12-month projected income based on the monthly average for a business in operation for less than one year. The tax for a new business shall be computed on the estimated or probable gross income stated in the license application for the balance of the calendar year, or if the estimated or probable gross income is unknown, shall be computed on the average actual first-year income of all similar businesses, identified by NAICS codes, and updated prior to renewing for the following year.

(4) Unless otherwise specifically provided, all minimum taxes and rates shall be multiplied by 200 percent for nonresidents and for itinerants having no fixed principal place of business within the county.

(5) A taxpayer is entitled to a refund if he submits a business license tax payment that is greater than the amount owed. The refund must be requested by the taxpayer before June first. Richland County shall issue the refund within thirty days of the request for the refund.

Sec. 16-5. Classification and Rates.

(1) The County Council shall, by ordinance and in conjunction with the passage of the yearly budget ordinance, establish and approve a Business License Fee Schedule upon the adoption of the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the Revenue and Fiscal Affairs office by December 31 of every odd year. ~~establish and approve a Business License Fee Schedule providing a business license rate for each Class of businesses subject to this article. If the County Council fails to fix such rates for a particular calendar year, the rates previously adopted by the County Council shall continue to govern until new rates are fixed. County Council, at its discretion, may also amend, at any time, by ordinance, the Business License Fee Schedule, to establish new rates, to be effective and payable for the following calendar year.~~

(2) The sectors of businesses included in each Rate Class are listed with the United States North American Industry Classification System (NAICS) codes. The alphabetical index in the Business License Fee Schedule is a tool for classification, not a limitation on businesses subject to a license tax. The License Official shall determine the proper class for a business according to the applicable NAICS manual or website, whether or not the business is listed in the alphabetical index. The County may, upon a finding of a rational basis as explained in its ordinance and by a positive majority vote of the County Council, provide for additional reasonable subclassifications described by a NAICS sector, subsector, or industry, based upon particularized considerations as needed for economic stimulus or the enhanced or disproportionate demands by a specific business subclassification on the County's services or infrastructure.

(3) ~~Any business license covering a year prior to 2008 but obtained on or after January 1, 2008 will be calculated based on the rate structure established in the Business License Fee Schedule and with the rates in the Business License Fee Schedule in effect at the time the business license is obtained.~~

(4) (a) One decal shall be required for each vehicle used by contractor companies for going to and from job sites to identify their business as being properly licensed. Decals shall cost no more and no less than the cost to produce the decal, rounded up to the nearest quarter value.

(b) Taxis, limos, and shuttles shall post one taxi or shuttle decal on each vehicle. Vehicles registered in Richland County shall be charged \$115.84 per decal; vehicles not registered in Richland County shall be charged \$173.76 per decal.

(5)(4) (a) All rates, including the cost of decals and stickers, shall be automatically adjusted every three years by July 1, to be effective the following January 1, to account for changes in the Consumer Price Index (CPI). The adjustment shall be made in the following manner: the CPI, using the CPI calculation used by the County in other contexts, for the previous three years shall be determined and averaged together. The rates described in the Business License Fee Schedule shall be increased by the sum of the three-year average CPI for each of the

last three years. (Rates shall be rounded up to the nearest nickel value; fees for decals and stickers shall be rounded up to the nearest quarter value.)

(b) If County Council increases the rates independent of the automatic CPI increases, the next CPI increase shall not be calculated until the third year, by July 1, following the County Council increase.

Sec. 16-6. Registration Required.

(1) The owner, agent, or legal representative of every business subject to this article, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year. A new business shall be required to have a business license prior to operation within any unincorporated area of the county.

(2) Application shall be on a form provided by the License Official which shall contain the social security number and/or the federal employer's identification number, the South Carolina Retail License Number (if applicable), the business name as reported on the South Carolina income tax return, the business name as it appears to the public at the physical location, and all information about the applicant and the business deemed appropriate to carry out the purpose of this article by the License Official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross income figures.

(3) The applicant shall certify that the information given in the application is true, that the gross income is accurately reported, or estimated for a new business, without any unauthorized deductions, that all funds due to the county have been paid, and that all other licenses and permits required by the county or state to do business in the county have been obtained.

(4) No business license shall be issued until the applicant has obtained all other licenses and/or permits required by the County or State to do business in the County, and paid in full any associated license and permit fees or business-related fees and taxes, including any late fees or penalties.

(5) As a prerequisite to submittal of a business license application, the premises and real property to be used as a business must be in compliance with all applicable state and local health, fire, zoning and building codes or regulations. As part of the Business License application, the applicant must submit to the License Official documentation that shows that the premises is currently in compliance with the Richland County Zoning Ordinance, Building Code, Electrical Code, Mechanical Code, Plumbing Code, Roofing Code and other applicable regulatory Codes as adopted by the County Council.

(6) Insurance agents and brokers shall report the name of each insurance company for which a policy was issued and the total premiums collected for each company for each type of insurance coverage on a form approved by the License Official. An insurance agent not employed by an insurance company or employed by more than one insurance company shall be licensed as a broker.

(7) Fireworks sales: Any establishment desiring to sell fireworks must first acquire the Annual State Board of Pyrotechnic Safety License and must meet all regulations pursuant to the provisions of Regulation 19-405, S.C. Code of Laws for 1976. Prior approval of the Richland County Sheriffs Department is required as governed by regulations of the State Fire Marshal pursuant to the 1976 Code, Chapter 9 of Title 23, and Chapter 43 of Title 39, governing the transportation and use of pyrotechnics.

(8) Miscellaneous sales (antique malls, flea markets or leased space sales): Any person leasing space for the sale of merchandise from an established business shall be required to have a business license, whether or not the sales are made through a central cash register. Furthermore, it shall be the responsibility of the lessor of the spaces to advise the business license office of persons leasing space.

Sec. 16-7. Deductions, Exemptions, Charitable Organizations, and Determination of Classification.

(1) No deductions from gross income shall be made except as follows:

(a) Income from business done wholly outside of the county jurisdiction on which a license tax is paid to another county or to any municipality, taxes collected for a governmental entity, or income which cannot be taxed pursuant to state or federal law. The applicant shall have the burden to establish the right to deduction by satisfactory records and proof by including with the business license application, either new or renewing, a separate itemized list showing all deductions claimed, or no deductions will be allowed. Deductions will be approved as authorized by this section.

(b) Businesses whose business activity(ies) are described by the North American Industry Classification System (NAICS) with codes beginning with 4411 or 4412, which includes the following:

1. New and Used Automobile Dealers (441110 and 441120);
2. Recreational Vehicle Dealers (441210);
3. Motorcycle, ATV, and Personal Watercraft Dealers (441221);
4. Boat Dealers (441222); and
5. All Other Motor Vehicle Dealers (441229).

These businesses shall be authorized to deduct the amounts paid to customers in exchange for motor vehicle trade-ins as part of sales transactions.

(c) Income from sales generated by interstate commerce, i.e. sales of goods or products across state lines. Provided, however, such deducted income shall be included in the business' reported gross income.

(2) Exemptions.

(a) No person shall be exempt from the requirements of this article by reason of the lack of an established place of business within the County, unless exempted by state or federal law.

(b) The following businesses, occupations or professions are exempt from the requirements of this article:

1. Teachers;
2. Ministers, pastors, preachers, rabbis and other leaders of commonly recognized religious faiths;
3. Telephone, telegraph, gas and electric and other utilities or providers regulated by the South Carolina Public Service Commission;
4. Insurance companies; and
5. An entity which is exempt from license tax under any state law other than South Carolina Code of Laws, § 4-9-30(12), or a subsidiary or affiliate of any such exempt entity.

(c) No person shall be exempt from this article by reason of the payment of any other tax or fee, unless exempted by State law, and no person shall be relieved of the liability for the payment of any other tax or fee by reason of the application of this article.

(3) In lieu of the license required by Section 16-1, a participant in a single annual event of not more than ten consecutive calendar days in length may be issued a permit at the rate of \$10.53 on gross income on the first \$2,000.00 and \$1.26 on each additional \$1,000.00 of gross income or fraction thereof. This permit will be valid only for the time period specified thereon and can be obtained for no more than one event annually. Organizers of such events may pay for and obtain a business license on behalf on all its vendors at a rate of \$10 per vendor or on the previous year's income generated by the event based upon the rate above, whichever is greater.

Inspections prior to the issuance of a permit may be waived. Inspections may be conducted during the event. For purposes of this subsection, an event is defined as participation by a group of exhibitors or others where displays are established in individual booths or stalls for the purpose of presenting to the audience goods, wares, merchandise or services offered for sale, rent or promotional purposes or for the general good will of the exhibitors. An event may be a trade show, an antique show, a craft show, or any other type of show fitting this definition.

(4) Notwithstanding any provision to the contrary, businesses and individuals defined as contractor herein shall be exempt from the provisions of this article in the following manner:

The business license tax shall be reduced by excluding that portion of the business' gross income generated from work done for which a Richland County building permit was obtained and a building permit fee paid (by either the general contractor or subcontractor responsible for that work), pursuant to the provisions of Section 6-51 of the Richland County Code of Ordinances.

If all income of a contractor is generated from work done for which a building permit fee is paid (by either the general contractor or subcontractor responsible for that work), said contractor shall be exempt from paying any business license tax. Such an exempt contractor shall still submit a business license application by the deadline with documentation attached establishing such contractor's right to an exemption.

Income generated from work done for which a Richland County building permit is not required, such as general repairs, shall be subject to a business license tax on that income.

(5) Charitable organizations which have exemptions from state and federal income taxes and/or are 501(c)(3) organizations according to the IRS Tax Code and where all proceeds are devoted to charitable purposes are exempt from a business license tax. Documentation of the claim to this exemption must be provided.

(6) The provisions of this article shall not extend to persons who grow their own agricultural produce or products, and use the Columbia State Farmers' Market, or other farmers' markets officially recognized by the County, to sell their produce directly to consumers.

(7) The License Official shall determine the appropriate classification for each business.

Sec. 16-8. False Application Unlawful.

It shall be unlawful for any person subject to the provisions of this article to make a false application for a business license, or to give or file, or direct the giving or filing of any false information with respect to the license or fee required by this article.

Sec. 16-9. Display and Transfer.

(1) All persons shall display the license, with the business name as it appears at the physical location, issued to them on the original form provided by the License Official in a conspicuous place in the business establishment at the physical location shown on the license. A transient or non-resident shall carry the license upon his or her person or in a vehicle used in the business readily available for inspection by any authorized agent of the County. Authenticated copies shall be available at an additional cost per copy, established by the License Official.

(2) A change of address must be reported to the License Official within ten (10) business days after removal of the business to a new location and the license will be valid at the new address upon written notification of the License Official and compliance with zoning and building codes. Failure to obtain the approval of the License Official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on the prior business' income.

Sec. 16-10. Administration, Enforcement.

(1) The License Official shall administer the provisions of this article, collect license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or revocation procedures, report violations to the appropriate department, and assist in prosecution of violators, produce forms, make reasonable regulations relating to the administration of this article, and perform such other duties as may be assigned by the County Administrator.

(2) The Planning and Development Services Department, Building Codes and Inspections Department, Fire Marshal's Office, and Sheriff's Department, in addition to the License Official, are hereby empowered to make or initiate investigations to ensure compliance with the provisions of this article and to initiate prosecution of violations.

Sec. 16-11. Inspection and Audits.

(1) For the purpose of enforcing the provisions of this article, the License Official or other authorized agent of the county is empowered to enter upon the premises of any person subject to this article to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of license tax shall constitute a separate offense.

(2) The License Official shall make systematic and random inspections and audits of all businesses within the county to ensure compliance with this article. Records of inspections and audits shall not be deemed public records, and the License Official shall not release the amount of license taxes paid or the reported gross income of any person by name without written permission of the licensee, provided that statistics compiled by classifications may be made public.

(3) The License Official, upon approval of the County Administrator, may disclose gross income of licensees to the Internal Revenue Service, State Departments of Revenue, Richland County Auditor, Richland County Business Service Center Appeals Board, and other State, County, and municipal business license offices for the purpose of assisting tax assessments, tax

collections, and enforcement. Such disclosures shall be for internal, confidential, and official use of these governmental agencies and shall not be deemed public records.

Sec. 16-12. Assessments.

(1) When a person fails to obtain a business license or to furnish the information required by this article or by the License Official, the License Official shall proceed to examine such records of the business or any other available records as may be appropriate and to conduct such investigations and statistical surveys as the License Official may deem appropriate to assess a license tax and penalties as provided herein.

(2) A notice of assessment shall be served by certified mail. An application for adjustment of the assessment may be made to the License Official within five (5) business days after the notice is mailed or the assessment will become final. The License Official shall establish by regulation the procedure for hearing an application for adjustment of assessment and issuing a notice of final assessment.

(3) A final assessment may be appealed to the Business Service Center Appeals Board, as described in Section 16-18.

Sec. 16-13. Delinquent License Taxes, Partial Payment.

(1) A license tax shall be considered delinquent if all or any part of such tax has not been paid on or before **April 30** of each calendar year. Businesses providing business license payments by the deadline but which have: a) indebtedness to the County, or b) have not yet obtained other necessary permits or licenses, or c) have not met other requirements necessary to obtain a business license, as specified in Section 16-6, shall accrue penalties until the indebtedness is cleared, the permits or licenses obtained, or met the other requirements necessary to obtain a business license, at which time the business license application processing may continue.

(2) Partial payment may be accepted by the License Official to toll imposition of penalties as authorized in Section 16-22 on the portion paid; provided, however, no business license shall be issued or renewed until the full amount of the balance due, with penalties, has been paid.

Sec. 16-14. Notices.

The License Official may, but shall not be required to, mail written notices that license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the county three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

Sec. 16-15. Denial of License.

- (1) The License Official shall deny a license to an applicant if:
- (a) the application is incomplete;
 - (b) the application contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact;
 - (c) the applicant has given a bad check or tendered illegal consideration for any license tax;

(d) within five years from the date of application, the applicant has been convicted of or pled guilty or nolo contendere any crime(s) or offense(s) under South Carolina Code of Laws, Title 16, Crimes and Offenses, Chapter 13, Forgery, Larceny, Embezzlement, False Pretenses and Cheats; Chapter 14, the Financial Transaction Card Crime Act; or South Carolina Code of Laws, § 39-15-1190, Sale of Goods or Services with a Counterfeit Mark; or the same crime or offense in another jurisdiction;

(e) the premises and parcel of real property to be used for the business activity for which a license is sought is not in compliance with applicable state and/or local health, fire, zoning, and building codes and regulations;

(f) the business activity for which a license is sought is unlawful; or

(g) the business constitutes a public nuisance as determined by a court of law.

A decision of the License Official shall be subject to appeal to the Business Service Center Appeals Board as herein provided. Denial shall be written with reasons stated.

Sec. 16-16. Drinking Places.

(1) No license to operate a drinking place shall be issued to, or in the name of, a corporation, association, or a trade name as such. Any application for a corporation, association, or trade name shall be made by the officers for its use, and such officers shall identify in the application the name by which the business will be operated. In addition, such officers in making an application shall be held to assume all responsibility there under as individuals, and shall be subject to all the provisions and penalties set forth herein or in any other article of the Richland County Code of Ordinances.

(2) In addition to the reasons for denial of a license set forth in Section 16-5 of this article, the License Official shall deny a business license to an applicant for a Drinking Place if the applicant or an agent of such applicant who has or will have actual authority to control and manage the business proposed to be operated:

(a) is a minor;

(b) has had an alcohol liquor license issued in the name of the applicant or other officer pursuant to South Carolina Code of Laws, § 61-6-10 et seq. suspended, revoked, or not renewed within a two-year period immediately preceding the filing of the application; or

(c) has had a business license revoked or denied under the provisions of this article within a three-year period immediately preceding the filing of the application.

Sec. 16-17. Sexually Oriented Businesses.

(1) The purpose of this section is to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of Richland County, and to establish reasonable and uniform regulations to prevent or reduce to any extent the deleterious secondary effects of sexually oriented businesses within the County. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of or reasonable access to any communicative materials or expression. Similarly, it is neither the intent nor effect of this ordinance to restrict or deny access by adults to sexually oriented materials or expression protected by the First amendment of the United States Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this ordinance to condone or legitimize the distribution or exhibition of obscenity.

(2) Based on evidence of the adverse secondary effects of sexually oriented businesses presented in hearings and reports made available to the Richland County Council, and on the findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, LLC*, 124 S. Ct. 2219 (2003); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *Pap's A.M. v. City of Erie*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, All U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *Chesapeake B&M, Inc. v. Harford County*, 58 F.3d 1005 (4th Cir. 1995); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Centaur v. Richland County*, 392 S.E.2d 165 (S.C. 1990); *U.S. v. Pendergrass*, Petition to Enter a Plea of Guilty and Plea Agreement on the Charge of Tax Evasion (3:06-00147, M.D. Term. 2007); and other cases; and on reports of secondary effects occurring in and around sexually oriented businesses, including, but not limited to, Phoenix, Arizona (1979); Minneapolis, Minnesota (1980); Houston, Texas (1987); Indianapolis, Indiana (1984); Amarillo, Texas (1977); Garden Grove, California (1991); Los Angeles, California (1977); Whittier, California (1978); Austin, Texas (1986); Seattle, Washington (1989); Oklahoma City, Oklahoma (1986); El Paso, Texas (1986); New York City, New York (1994); Dallas, Texas (1997); Newport News, Virginia (1996); New York Times Square Study (1994); Phoenix, Arizona (1995-1998); Greensboro, North Carolina (2003); Toledo, Ohio (2002); Centralia, Washington 2004; Greensboro, North Carolina (2003); and also from the reports of *Sexually Oriented Businesses: An Insider's View*, by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, January 12, 2000; *Survey of Appraisers Fort Worth & Dallas, Effects of Land Uses on Surrounding Property Values*, by Duncan Associates, September 2004; and the Report of the Attorney General's Working Group on the Regulation of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota), the Richland County Council finds:

(a) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, prostitution, potential spread of disease, lewdness, public indecency, illicit sexual activity, and sexual assault and exploitation.

(b) Each of the foregoing negative secondary effects constitutes a harm which the County has a substantial government interest in preventing and/or abating in the future. This substantial government interest in preventing secondary effects, which is the County's rationale for this ordinance, exists independent of any comparative analysis between sexually oriented and non-sexually oriented businesses. Additionally, the County's interest in regulating sexually oriented businesses extends to future secondary effects that could occur in the County related to current sexually oriented businesses in the future as well as sexually oriented businesses that may locate in the County in the future. The County finds that the cases and secondary effects documentation relied on in this ordinance are reasonably believed to be relevant to said secondary effects.

(3) No license to operate a sexually oriented business shall be issued to, or in the name of, a corporation, association, or a trade name as such. Any application for a corporation, association, or trade name shall be made by the officers for its use, and such officers shall identify in the application the name by which the business will be operated. In addition, such officers in making an application shall be held to assume all responsibility there under as individuals, and shall be subject to all the provisions and penalties set forth herein or in any other article of the Richland County Code of Ordinances.

(4) Notwithstanding the pre-application process wherein an applicant must obtain documentation of compliance with all applicable state and local health, fire, zoning, and building codes or regulations pursuant to section 16-6(5) of this ordinance, upon application for a business license by an applicant identifying the business as a sexually oriented business, the License Official must circulate a form on which compliance shall be certified by the officials administering the applicable zoning, fire, building and health regulations. The applicable aforementioned officials shall determine compliance with their respective codes or regulations and inform the License Official of their determination within thirty days from the earliest date of receipt of the compliance form by any one of the aforementioned officials. If the License Official does not receive a particular determination of compliance from an official administering the aforementioned codes and regulations on or before this thirty-day time period, that compliance determination not received by the License Official shall be deemed approved. All other compliance determinations received before the thirty-day time period expires shall be unaffected by any other compliance determination that fails to meet the thirty-day time period.

(5) During the time in which an application for a pre-existing Sexually Oriented Business is pending, the applicant may continue its business activity and shall not be subject to citations for violations of any provision of this article, nor any enforcement proceedings pursuant to this article or Section 1-8 of this Code of Ordinances.

(6) The License Official shall approve or deny an application for a license for a Sexually Oriented Business within thirty days (30) calendar days from the date of receipt of the application. If the License Official fails to either approve or deny the application within thirty calendar days, then the application shall be deemed approved and business activity may begin or continue immediately, notwithstanding the fact that no license has been issued.

(7) In addition to the reasons for denial of a license set forth in Section 16-15 of this article, the License Official shall deny a business license to an applicant for a Sexually Oriented Business if the applicant or an agent of such applicant who has or will have actual authority to control and manage the business proposed to be operated:

(a) is under the age of eighteen;

(b) within five years of the date of application, has been convicted of or pled guilty or nolo contendere to any of the following crimes: South Carolina Code of Laws, § 16-15-90, § 16-15-100, § 16-15-305, § 16-15-325, § 16-15-335, § 16-15-342, § 16-15-345, § 16-15-355, § 16-15-365, § 16-15-385, § 16-15-387, § 16-15-395, § 16-15-405, § 16-15-410, § 16-15-415, or § 16-15-425, or of the same crime in any other jurisdiction.

(8) Applicants for a sexually oriented business herein described, in addition to the license application(s) required under Section 16-1 of this article, shall complete a sworn, notarized statement on a form prepared by the License Official for the purpose of establishing his/her qualifications to operate a business identified in this section.

(9) Owners of sexually oriented businesses are responsible for maintaining a list of their current contractors' names and a copy of a photo ID for each contractor on file.

(Ord. No. 044-08HR, § V, 7-15-08)

Sec. 16-18. Revocation of License.

When the License Official determines that:

(a) a license has been mistakenly or improperly issued or issued contrary to law; or

- (b) a licensee has breached any condition upon which the license was issued or has failed to comply with any provision of this article; or
 - (c) a licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application;
 - (d) has given a bad check or tendered illegal consideration for any license tax; or
 - (e) the business activity for which a license was obtained has proven to be a public nuisance as determined by a court of law; or
 - (f) the business has proven to be a public nuisance as determined by a court of law;
- the License Official shall give written notice of intent to revoke to the licensee or the person in control of the business within the County by personal service or certified mail stating the License Official's basis for revocation and setting forth a date and time for a hearing before the Business Service Center Appeals Board for the purpose of determining whether the license should be revoked. The hearing shall be held within thirty (30) days from the date of service of the notice. A licensee who received proper notice yet fails to appear or defend at the revocation hearing waives his or her right to contest the revocation.

Section 16-19. Appeals.

(1) Any person aggrieved by the following actions or decisions made by the License Official may bring an appeal to the Business Service Center Appeals Board:

- a. A final assessment pursuant to Section 16-12;
- b. Charge backs or other adjustment to the business license tax as determined by an audit conducted pursuant to Section 16-11;
- c. A revocation or a denial of a business license pursuant to Section 16-15 or Section 16-18;
- d. Imposition of a business license penalty; or
- e. A decision or determination made by the License Official concerning the proper classification of a business or the proper calculation of business license taxes. This ground for appeal shall not be construed to authorize appeals based on objections to the business license tax structure established by Richland County Council.

(2) Those wishing to appeal must first file a written appeal with the License Official for decision by the Business Service Center Appeals Board. The Business Service Center Appeals Board, or its designee, is authorized to reject an appeal for failure to comply with the requirements of this subsection. The following requirements for submission of an appeal must be strictly complied with:

- a. The appeal must be in writing and state the reasons for the appeal.
- b. The party wishing to file an appeal must pay the County eighty percent of the business license tax based on the final assessment.
- c. The appeal shall be filed with the License Official within fifteen business days after the payment of all applicable taxes and penalties, including assessments or charge-backs of an audit, and within twenty (20) business days after receipt of the License Official's written and certified mailed notification of an assessment, charge backs of an audit, or notice of denial or revocation.
- d. The written notice of appeal must be accompanied by an administrative fee, determined by the License Official, that will be used to partially defray the costs incurred in connection with the administration of appeals. Payment under protest of all applicable

taxes, fees, and penalties, an assessment, or audit charge backs shall be a condition precedent to appeal. The tax will be refunded in the event of final resolution of the appeal in favor of the appellant.

(3) An appeal or a hearing on revocation shall be held by the Appeals Board within thirty calendar days, or as soon as reasonably possible, after receipt of a request for appeal or service of notice of suspension or intent to revoke. The applicant or licensee shall be given written notice as to the date and time of the meeting. At the meeting, all parties have the right to be represented by counsel and to present testimony and evidence and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by the Board shall govern the hearing. The Appeals Board shall decide the assessment by majority vote and issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the business license official and served on the taxpayer by mail or personal service. The decision is the final decision of the taxing jurisdiction on the assessment.

(4) In the event of an appeal of business license penalties paid, the Appeals Board may waive a business license penalty paid only if any of the following circumstances of reasonable cause are proven by the applicant:

a. An unexpected and unavoidable absence of the appellant from South Carolina, such as being called to active military duty. In the case of a corporation or other business entity, the absence must have been an individual having primary authority to pay the business license tax.

b. A delay caused by death or serious, incapacitating illness of the appellant, the appellant's immediate family, or the appellant's accountant or other third party professional charged with determining the business tax owed. In the case of a corporation or other business entity, the death or serious, incapacitating illness must have been an individual having primary authority to pay the business license tax.

c. The business license tax was documented as paid on time, but inadvertently paid to another taxing entity.

d. The delinquency was caused by the unavailability of necessary records directly relating to calculation of business taxes, over which the appellant had no control, which made timely payment impossible. For example, the required records may have been destroyed by fire, flood, federally-declared natural disaster, or actions of war or terrorism. Unavailability of records caused by time or business pressures, employee turnover, or negligence are not reasonable cause for waiver of business license penalties.

e. The delinquency was the result of clear error on the part of the License Official or Business Service Center staff in processing or posting receipt of appellant's payment.

f. Delay or failure caused by good faith reliance on erroneous guidance provided by the License Official or other staff, so long as complete and accurate information was given to the Business License Service Center, no change in the law occurred, and the appellant produces written documentation.

(5) The Board shall, by majority vote of members present, render a written decision based upon findings of fact and the application of the standards herein which shall be served upon all parties or their representatives within fifteen (15) calendar days, or as soon as reasonably possible, after the hearing. The decision of the Board shall be final unless appealed to County Council with ten (10) calendar days after service of the Board's decision. County Council shall

review the record and without further hearing affirm, modify, or deny the appeal in the event of an error of fact by the Board. The decision of Council shall be final unless appealed to a court of competent jurisdiction within ten (10) calendar days after service of County Council's decision.

Section 16-20. Consent, Franchise or Business License Tax Required.

The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set pursuant to the agreement, and shall be consistent with limits set by State law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 16-21. Confidentiality.

Except in accordance with proper judicial order, pursuant to an appeal, or as otherwise provided by law, it shall be unlawful for any official or employee to divulge or make known in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this article. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns.

Section 16-22. Criminal and Civil Penalties, Injunctive Relief.

a. Criminal Penalty. Any person violating any provision of this article shall be deemed guilty of a misdemeanor and upon conviction shall be subject to punishment under the general penalty provisions of Section 1-8 of this Code of Ordinances: that is, shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for herein.

b. Civil Penalty. For non-payment of all or any part of the business license tax, the License Official shall levy and collect a penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived except in accordance with circumstances of reasonable cause set forth in Section 16-19 of this article as determined by the Business Service Center Appeals Board.

c. Injunctive Relief. The County may seek injunctive relief in a court of competent jurisdiction as a means of enforcing the provisions of this article.

Secs. 16-23--16-24. Reserved.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development

Notes:

First Reading: September 28, 2021

Second Reading: October 19, 2021

Third Reading:

Public Hearing: September 28, 2021

2nd Public Hearing: November 9, 2021

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, SO AS TO ADOPT THE RICHLAND COUNTY LAND DEVELOPMENT CODE REWRITE; AND TO REPLACE CHAPTER 26, LAND DEVELOPMENT.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development, is hereby amended by the deletion of the language contained therein and the substitution of the following:

Exhibit “A” - Richland County Land Development Code Rewrite

SECTION II. Interim Procedures.

- (a) *Notice.* Within ninety (90) days of the adoption of this ordinance, the county shall mail written notice to all real property owners of record in the unincorporated areas of the county, informing them that a new land development code has been adopted and that a map amendment ordinance will soon be adopted, both of which will become effective on **May 2, 2022**, and that the uses of their property could be affected by the adoption of these ordinances. In addition, the notice will provide contact information for those persons who desire additional information and/or have questions.
- (b) *Staff reports.* Upon adoption of this ordinance, the planning and development department staff shall begin to provide monthly written reports to county council on the progress of implementing the new land development code. The reports shall include, but not be limited to, the number of inquiries the department has received concerning the land development code. Monthly reports shall continue until the effective date of this ordinance.
- (d) *Compliance.* All standards and regulations of the new land development code, which is incorporated herein, must be complied with beginning on **May 2, 2022**. Applications and submittals accepted prior to **May 2, 2022** shall be processed in good faith according to Sec. 26-1.9. Transitional Provisions found within the Land Development Code adopted on **November 16, 2021**.

SECTION III. It is hereby enacted that from and after **December 1, 2021**, no person shall be permitted to apply for any zoning district classification other than a district classification described and regulated in the Land Development Code Rewrite adopted on **November 16, 2021**.

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

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

SECTION VI. Effective Date. The provisions of Section II. (Interim Procedures) and Section III of this ordinance shall be effective from and after **November 16, 2021**. All other provisions of this ordinance shall be effective from and after **May 2, 2022**.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of

_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 28, 2021
First Reading: September 28, 2021
Second Reading: October 19, 2021
Third Reading: November 16, 2021

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Carolina Pines Industrial I, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: November 9, 2021

Second Reading: November 16, 2021 {Tentative}

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND CAROLINA PINES INDUSTRIAL I, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

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

WHEREAS, Carolina Pines Industrial I, LLC, (“Sponsor”), desires to construct a facility for manufacturing, distribution, and/or warehousing purposes in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,460,700.00; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment and the anticipated costs and benefits to the County, and hereby finds:

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 9, 2021
Second Reading: November 16, 2021
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

CAROLINA PINES INDUSTRIAL I, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [DECEMBER [], 2021]

TABLE OF CONTENTS

| | Page |
|--|------|
| Recitals..... | [] |
| ARTICLE I DEFINITIONS | |
| Section 1.1 Terms. | [] |
| ARTICLE II REPRESENTATIONS AND WARRANTIES | |
| Section 2.1 Representations, Warranties, and Agreements of the County..... | [] |
| Section 2.2 Representations, Warranties, and Agreements of the Sponsor | [] |
| ARTICLE III THE PROJECT | |
| Section 3.1 The Project | [] |
| Section 3.2 Leased Property..... | [] |
| Section 3.3 Filings and Reports | [] |
| ARTICLE IV FILOT PAYMENTS | |
| Section 4.1 FILOT Payments..... | [] |
| Section 4.2 FILOT Payments on Replacement Property | [] |
| Section 4.3 Removal of Components of the Project | [] |
| Section 4.4 Damage or Destruction of Economic Development Property..... | [] |
| Section 4.5 Condemnation | [] |
| Section 4.6 Calculating FILOT Payments on Diminution in Value..... | [] |
| Section 4.7 Payment of <i>Ad Valorem</i> Taxes..... | [] |
| Section 4.8 Place of FILOT Payments..... | [] |
| [ARTICLE V ADDITIONAL INCENTIVES] | |
| [Section 5.1 Infrastructure Credits]..... | [] |
| [Section 5.2 Other Incentives]..... | [] |
| ARTICLE VI CLAW BACK | |
| Section 6.1 Claw Back..... | [] |

ARTICLE VII
DEFAULT

Section 7.1 Events of Default []
Section 7.2 Remedies on Default []
Section 7.3 Reimbursement of Legal Fees and Other Expenses []
Section 7.4 Remedies Not Exclusive []

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect []
Section 8.2 Confidentiality []
Section 8.3 Indemnification Covenants []
Section 8.4 No Liability of County’s Personnel []
Section 8.5 Limitation of Liability []
Section 8.6 Assignment []
Section 8.7 No Double Payment; Future Changes in Legislation []
Section 8.8 Administration Expenses []

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices []
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor []
Section 10.3 Counterparts []
Section 10.4 Governing Law []
Section 10.5 Headings []
Section 10.6 Amendments []
Section 10.7 Agreement to Sign Other Documents []
Section 10.8 Interpretation; Invalidity; Change in Laws []
Section 10.9 Force Majeure []
Section 10.10 Termination; Termination by Sponsor []
Section 10.11 Entire Agreement []
Section 10.12 Waiver []
Section 10.13 Business Day []
Section 10.14 Agreement’s Construction []

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

| PROVISION | BRIEF DESCRIPTION | SECTION REFERENCE |
|---|---|-------------------|
| Sponsor Name | Carolina Pines Industrial I, LLC | |
| Project Location | Carolina Pines Industrial Park | |
| Tax Map No. | R17600-01-33 | |
| | | |
| | | |
| FILOT | | |
| <ul style="list-style-type: none"> • Phase Exemption Period | 30 years | |
| <ul style="list-style-type: none"> • Contract Minimum Investment Requirement | \$9,460,700.00 | |
| <ul style="list-style-type: none"> • Investment Period | 5 years | |
| <ul style="list-style-type: none"> • Assessment Ratio | 6% | |
| <ul style="list-style-type: none"> • Millage Rate | 0.5805 | |
| <ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage | Fixed | |
| <ul style="list-style-type: none"> • Claw Back Information | If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will retroactively terminate. | |
| Multicounty Park | | |
| Infrastructure Credit | | |
| <ul style="list-style-type: none"> • Brief Description | 15% special source revenue credit | |
| <ul style="list-style-type: none"> • Credit Term | 10 years | |
| <ul style="list-style-type: none"> • Claw Back Information | Pro Rata Claw Back | |
| Other Information | | |
| | If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will retroactively terminate. | |

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of December [], 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Carolina Pines Industrial I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

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

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

(c) The Sponsor desires to construct a facility for manufacturing, distribution, and/or warehousing purposes (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$9,460,700.00;

(d) By an ordinance enacted on December [], 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to construct the Facility in the County.

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

ARTICLE I DEFINITIONS

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT

Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$9,460,700.00.

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

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

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

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2051, the Final Termination Date is expected to be January 15, 2053, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2027.

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

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

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

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

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

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

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

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

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

(c) The County identified the Project, as a "project" on [November 9, 2021] by adopting an Inducement Resolution, as defined in the Act on [November 9, 2021].

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

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

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

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

(b) The Sponsor intends to provide the Project for the operation of manufacturing, distribution, or warehousing purposes, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. Notwithstanding anything contained in this Fee Agreement to the contrary, the

Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2023, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to [use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5805, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2021.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the

Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and

elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

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

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

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

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

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

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

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in the Summary of Contents and in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a closure of the Facility or cessation or production or shipment (as applicable) or materials that continues for a period of twelve (12) consecutive months other than a permitted closure in connection with a casualty, condemnation, governmental order or mandate or periodic remodeling of the Facility;

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

[In no event shall the Sponsor or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Sponsor's (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.]

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as,

without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

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

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

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

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

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

afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

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

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

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

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing

the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

Carolina Pines Industrial I, LLC
Attn: Michael E Robbe
1111 Metropolitan Ave, Suite 700
Charlotte, NC 28236-6799

WITH A COPY TO (does not constitute notice):

Graybill, Lansche & Vinzani, LLC
Attn: William O. Higgins
2721 Devine Street
Columbia, SC 29205

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

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

CAROLINA PINES INDUSTRIAL I

By: _____
Its: _____

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

**EXHIBIT A
PROPERTY DESCRIPTION**

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING SITUATE NEAR THE TOWN OF BLYTHEWOOD, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 19.03 ACRES, AND BEING MORE FULLY SHOWN AS TRACT 2 ON A MINOR SUBDIVISION PLAN FOR “RICHLAND COUNTY, SOUTH CAROLINA” BY GLENN ASSOCIATES SURVEYING, INC. DATE MAY 27, 2021, RECORDED AT THE RICHLAND COUNTY REGISTER OF DEEDS AT PLAT: BOOK 2653 PAGE 406.

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

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

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

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

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

All qualifying investment of the Sponsor during the Investment Period shall qualify for a 10-year, 15% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next nine annual FILOT Payments, the Sponsor will receive an annual Infrastructure Credit in an amount equal to 15% of the annual FILOT Payment with respect to the Project.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement

For example, and by way of example only, if the County granted \$75,000 in Infrastructure Credits, and \$8,000,000 had been invested at the Project, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$8,000,000/\$9,460,700 = 85%

Overall Achievement Percentage = 85%

Claw Back Percentage = 100% - 85% = 15%

Repayment Amount = 75,000 x 15% = \$11,250

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

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

**AUTHORIZING, APPROVING, RATIFYING AND CONSENTING TO
THE PARTIAL ASSIGNMENT AND ASSUMPTION OF AN
INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT FROM
NL VENTURES XI NORTHPOINT, L.L.C. TO MTP – 1410 NORTHPOINT
BLVD, LLC; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 4, Chapter 1, Code of Laws of South Carolina, 1976, as amended (“Act”), to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County or the project and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise to enhance the economic development of the County;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the Act and MCIP Act, the County and Pure Power Technologies, Inc. (as successor in interest to Pure Power Technologies, LLC and Navistar, Inc., as consented to by the County pursuant to a resolution dated June 21, 2016) (“PPT Inc.”) are parties to that certain Infrastructure Credit and Incentive Agreement effective as of July 1, 2010 (as amended, restated, supplemented, modified and assigned, the “Infrastructure Credit Agreement”), pursuant to which PPT Inc. committed to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial development project in the County (collectively, the “Project”);

WHEREAS, PPT Inc. conveyed a portion of the Project comprised solely of the land and buildings located at the Project to PPT Real Estate Enterprises, L.P. (as partial successor in interest to PPT Inc.) (“PPT RE”) effective April 11, 2019, and the Company became successor-in-interest to PPT Inc. under the Infrastructure Credit Agreement solely with respect to such conveyed property pursuant to a Partial Assignment and Assumption of Infrastructure Credit and Incentive Agreement effective April 11, 2019 between PPT Inc. and the Company (the “2019 Assignment”);

WHEREAS, PPT RE conveyed a portion of the Project comprised solely of the land and buildings located at the Project to NL Ventures XI Northpoint, L.L.C., a Delaware limited liability company (the “Company”) effective August 14, 2020, and the Company became successor-in-interest to PPT Inc. under the Infrastructure Credit Agreement solely with respect to such conveyed property pursuant to a Partial Assignment and Assumption of Infrastructure Credit and Incentive Agreement between PPT RE and the Company (the “2020 Assignment”);

WHEREAS, the Company has conveyed or will convey to MTP – 1410 Northpoint Blvd, LLC, a Delaware limited liability company (or to one or more Affiliates, as defined below) (the “Transferee”), the land and buildings owned by the Company comprising the Project (the “Transferred Property”) and the Transferred Property is subject to the Infrastructure Credit Agreement;

WHEREAS, the Company, the Transferee and the County with the signed acknowledgement of PPT Inc. desire to enter into that certain Partial Assignment and Assumption of Infrastructure Credit and Incentive Agreement in the form attached hereto as Exhibit A (the “2021 Assignment”), wherein and whereby the Company shall assign all of its right, title, interest and obligations under the Infrastructure Credit Agreement to the Transferee (or to one or more Affiliates, as defined below), as they relate to the Transferred Property, and the Transferee (or one or more Affiliates) shall assume such right, title, interest and obligations under the Infrastructure Credit Agreement from the Company, subject to the terms of such Assignment, as they relate to the Transferred Property;

WHEREAS, the Company and the Transferee have requested that the County authorize, approve, ratify and consent to the conveyance of the Transferred Property to the Transferee (or to one or more Affiliates) and the 2021 Assignment, each in accordance with the provisions of the Infrastructure Credit Agreement.

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

Section 1. Definitions. For purposes of this Resolution, the term “Affiliate(s)” shall mean, with respect to any entity, an entity that is controlled by, owned directly or indirectly and in whole or in part by, or under common control with, such entity.

Section 2. Statutory Findings. Based on information supplied to the County by the Company, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, and the anticipated costs and benefits to the County, and hereby finds:

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

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

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

Section 3. Approval of the Assignments; Authorization to Execute and Deliver the Assignments; Ratification of Infrastructure Credit Agreement. The form, terms and provisions of the 2021 Assignment that is before this meeting are approved and all of the 2021 Assignment’s terms and conditions are incorporated in this resolution (“Resolution”) by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the 2021 Assignment 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 2021 Assignment and to deliver the 2021 Assignment to the respective parties thereto. The County acknowledges and agrees that, as of the time immediately prior to the effectiveness of the 2021 Assignment, the Infrastructure Credit Agreement is in full force and effect, there are no existing defaults under the Infrastructure Credit Agreement, and the Infrastructure Credit Agreement, the 2019 Assignment and the 2020 Assignment are hereby ratified by the County in all respects.

Section 4. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator or the Director of Economic Development, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect this Resolution and the 2021 Assignment.

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

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

Section 7. *Effectiveness.* This Resolution is effective immediately upon approval by the Council following reading before Council.

Executed this ____ day of _____, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

Exhibit A
Form of 2021 Assignment

See attached

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT (this “**Assignment Agreement**”) is made and entered into as of the ___ day of _____, 2021 (the “**Effective Date**”), by and among NL Ventures XI Northpoint, L.L.C., a Delaware limited liability company (“**Assignor**”), MTP - 1410 Northpoint Blvd, LLC, a Delaware limited liability company (“**Assignee**”), and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “**County**”).

WITNESSETH:

WHEREAS, Pure Power Technologies, LLC, a Delaware limited liability company (“**PPT LLC**”), NAVISTAR, Inc., a Delaware corporation (“**NAVISTAR**”), and the County entered into that certain Infrastructure Credit and Incentive Agreement dated as of July 1, 2010 (as amended, restated, supplemented, modified and assigned, the “**Infrastructure Credit Agreement**”), a true and correct copy of which is attached as Exhibit A hereto and incorporated herein by reference; and

WHEREAS, PPT LLC and NAVISTAR’s right, title and interest in the Infrastructure Credit Agreement were assigned to Pure Power Technologies, Inc. (“**PPT Inc.**”) in connection with the sale of substantially all of PPT LLC’s assets to PPT Inc., which assignment was ratified by the County by a Resolution of County Council dated June 21, 2016; and

WHEREAS, PPT Inc.’s right title and interest in the Infrastructure Credit Agreement solely with respect to the land and buildings located at the Project (as defined in the Infrastructure Credit Agreement) (collectively, the “**Transferred Property**”) were assigned to PPT Real Estate Enterprises, L.P. (“**PPT RE**”), effective April 11, 2019, which assignment was ratified by the County by a resolution of County Council dated September 15, 2020; and

WHEREAS, PPT RE’s right, title and interest in the Infrastructure Credit Agreement with respect to the Transferred Property were assigned to Assignor, effective August 14, 2020; and

WHEREAS, Assignor has conveyed or will convey the Transferred Property to Assignee; and

WHEREAS, Assignor desires to assign to Assignee all of its obligations, rights, title and interest in and to the Infrastructure Credit Agreement, a true and correct copy of such Infrastructure Credit Agreement having been provided to Assignee, with respect to the Transferred Property, and Assignee desires to assume all obligations, rights, title and interest of Assignor thereunder, with respect to the Transferred Property; and

WHEREAS, the County authorized, approved and consented to (or will authorize, approve and consent to) the assignment of the Infrastructure Credit Agreement via Resolution of its County Council.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Infrastructure Credit Agreement. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor’s right, title, interest and obligations under the Infrastructure Credit Agreement, solely with respect to the Transferred Property, and Assignee hereby accepts such assignment and assumes all of Assignor’s duties and obligations under the Infrastructure Credit

Agreement, solely with respect to the Transferred Property (“**Assignment and Assumption of Infrastructure Credit Agreement**”).

2. Consent to Assignment and Assumption of Infrastructure Credit Agreement. Such Assignment and Assumption of Infrastructure Credit Agreement is made subject to and is conditioned upon obtaining the consent or ratification from the County as required by Section 7.01 of the Infrastructure Credit Agreement, and following receipt of such consent or ratification, shall be deemed effective as of the Effective Date.

3. Mutual Indemnities. Assignor agrees to indemnify, defend and hold Assignee, its affiliates, successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities (collectively, “Claims”) that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the Infrastructure Credit Agreement (as such relate to the Transferred Property), provided that any such obligation accrued and that such failure occurred prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor, its affiliates, successors and assigns, harmless from and against any and all Claims that: (a) result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the Infrastructure Credit Agreement, provided that any such obligation accrued and that such failure occurred on or after the Effective Date; or (b) arise from any modification or amendment to the Infrastructure Credit Agreement on or after the Effective Date (in each case, as such relate to the Transferred Property). Notwithstanding the foregoing, unless such Claim against Assignor results solely from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the Infrastructure Credit Agreement during the period that Assignor was a party to the Infrastructure Credit Agreement, Assignee shall not pursue any such Claim against Assignor.

4. Representations and Warranties by Assignor and County.

(a) Assignor hereby represents and warrants to Assignee that, to the best of Assignor’s knowledge, neither the Assignor nor the Transferred Property is in default under the Infrastructure Credit Agreement and that all requirements of Assignor under the Infrastructure Credit Agreement have been satisfied as of the Effective Date.

(b) The County hereby represents that, to the best of the County’s knowledge based solely on information Assignor and Assignee have provided to the County without further independent investigation, neither Assignor nor the Transferred Property is in default under the Infrastructure Credit Agreement.

5. Release. Effective and contingent upon the County’s consent to the Assignment and Assumption of Infrastructure Credit Agreement, the County releases Assignor from any breach by Assignee of Assignee's duties, obligations, and liabilities under the Infrastructure Credit Agreement with respect to the Transferred Property, accruing on or after 12:00 a.m. on the Effective Date, except with respect to the payment of Richland Fee Payments (as defined in the Infrastructure Credit Agreement), payments in lieu of taxes, *ad valorem* taxes or other amounts due with respect to the Transferred Property (collectively, “**Amounts**”), which the County specifically does not release Assignor from the obligation for the payment thereof until the County has received such Amounts due through the Effective Date or for the property tax year in which the Assignment and Assumption of Infrastructure Credit Agreement occurs. Nothing contained in this Section 5 shall release Assignor from any other duties, obligations, or liabilities under the Infrastructure Credit Agreement.

6. Notices. From and after the Effective Date, all notices delivered pursuant to the Infrastructure Credit Agreement shall also be delivered to Assignee at the following addresses:

MTP - 1410 NORTHPOINT BLVD, LLC
c/o SomeraRoad Inc.
130 West 42nd Street, 22nd Floor
New York, New York 10036
Attn: Blake Toline

7. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

8. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

9. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

10. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

NL VENTURES XI NORTHPOINT, L.L.C.,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

MTP - 1410 NORTHPOINT BLVD, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the County has consented to the Assignment and Assumption of Infrastructure Credit Agreement and this Assignment Agreement by the signature of its authorized representative below.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name:
Title:

ATTEST:

Name:
Title:

IN WITNESS WHEREOF, PPT Inc. acknowledges the foregoing Assignment and Assumption of Infrastructure Credit Agreement and agrees that nothing in this Assignment Agreement terminates or limits the obligations of PPT Inc. with respect to property subject to the Infrastructure Credit Agreement other than the Transferred Property.

PURE POWER TECHNOLOGIES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit A to Partial Assignment and Assumption of Infrastructure Credit Agreement

Copy of Infrastructure Credit Agreement

[to be attached]

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

**CONSENTING TO AND RATIFYING THE PARTIAL ASSIGNMENT
AND ASSUMPTION OF A FEE IN LIEU OF TAX AND INCENTIVE
AGREEMENT FROM NL VENTURES XI NORTHPOINT, L.L.C. TO MTP
– 1410 NORTHPOINT BLVD, LLC; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County and Pure Power Technologies, Inc. (as successor in interest to Pure Power Technologies, LLC, as consented to by the County pursuant to a resolution adopted by the County dated June 21, 2016) (“PPT Inc.”) negotiated a Fee in Lieu of Tax and Incentive Agreement dated as of October 30, 2011 (as amended, restated, supplemented, modified and assigned, the “FILOT Agreement”), pursuant to which PPT Inc. committed to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial development project in the County (collectively, the “Project”);

WHEREAS, PPT Inc. conveyed a portion of the Project comprised solely of the land and buildings located at the Project to PPT Real Estate Enterprises, L.P. (as partial successor in interest to PPT Inc.) (“PPT RE”) effective April 11, 2019, and the Company became successor-in-interest to PPT Inc. under the FILOT Agreement solely with respect to such conveyed property pursuant to a Partial Assignment and Assumption of Fee in Lieu of Tax and Incentive Agreement between PPT Inc. and the Company (the “2019 Assignment”);

WHEREAS, PPT RE conveyed a portion of the Project comprised solely of the land and buildings located at the Project to NL Ventures XI Northpoint, L.L.C., a Delaware limited liability company (the “Company”) effective August 14, 2020, and the Company became successor-in-interest to PPT Inc. under the FILOT Agreement solely with respect to such conveyed property pursuant to a Partial Assignment and Assumption of Fee in Lieu of Tax and Incentive Agreement between PPT RE and the Company (the “2020 Assignment”);

WHEREAS, the Company has conveyed or will convey to MTP – 1410 Northpoint Blvd, LLC, a Delaware limited liability company (or to one or more Affiliates, as defined below) (the “Transferee”) the land and buildings owned by the Company comprising the Project (the “Transferred Property”), subject to the FILOT Agreement;

WHEREAS, the Company, the Transferee and the County with the signed acknowledgment of PPT Inc. desire to enter into that certain Partial Assignment and Assumption of FILOT Agreement (the “Assignment”), the form of which is attached as Exhibit A (the “2021 Assignment”), wherein and whereby the Company will assign all of its right, title, interest and obligations under the FILOT Agreement to the Transferee (or to one or more Affiliates, as defined below), as they relate to the Transferred Property, and the Transferee (or one or more Affiliates) will assume such right, title, interest and obligations under the FILOT Agreement from the Company, subject to the terms of such Assignment, as they relate to the Transferred Property;

WHEREAS, the Company and the Transferee have requested that the County authorize, approve, ratify and consent to such conveyance of the Transferred Property and the 2021 Assignment in accordance with the provisions of the FILOT Agreement and Section 12-44-120 of the Code, including the transfer of the Transferred Property to Transferee (or to one or more Affiliates).

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

Section 1. Definitions. For purposes of this Resolution, the term “Affiliate(s)” shall mean, with respect to any entity, an entity that is controlled by, owned directly or indirectly and in whole or in part by, or under common control with, such entity.

Section 2. Statutory Findings. Based on information supplied to the County by the Company, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, and the anticipated costs and benefits to the County, and hereby finds:

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

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

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

Section 3. Approval of the Assignment; Authorization to Execute and Deliver the Assignment; Ratification of FILOT Agreement. The form, terms and provisions of the 2021 Assignment that is before this meeting are approved and all of the Assignment’s terms and conditions are incorporated in this resolution (“Resolution”) by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Assignment 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 Assignment and to deliver the Assignment to the Company and the Transferee. To the best knowledge of the County, based solely on information provided by the Company and the Transferee and without independent investigation, the County acknowledges and agrees that, as of the time immediately prior to the effectiveness of the 2021 Assignment, the FILOT Agreement is in full force and effect, there are no existing defaults under the FILOT Agreement, and the FILOT Agreement, the 2019 Assignment and the 2020 Assignment are hereby ratified by the County in all respects.

Section 4. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of

Economic Development, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect this Resolution and the Assignment.

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

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

Section 7. *Effectiveness.* This Resolution is effective immediately upon approval by the Council following reading before Council.

Executed this ____ day of _____, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

Exhibit A
Form of 2021 Assignment

See attached

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF FILOT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF FILOT AGREEMENT (this “Assignment Agreement”) is made and entered into as of the ___ day of _____, 2021 (the “Effective Date”), by and among NL Ventures XI Northpoint, L.L.C., a Delaware limited liability company (“Assignor”), MTP - 1410 Northpoint Blvd, LLC, a Delaware limited liability company (“Assignee”), and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, Pure Power Technologies, LLC, a Delaware limited liability company (“PPT LLC”), and the County entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 30, 2011 (as amended, restated, supplemented, modified and assigned, the “FILOT Agreement”), a true and correct copy of which is attached as Exhibit A hereto and incorporated herein by reference; and

WHEREAS, PPT LLC’s right, title and interest in the FILOT Agreement were assigned to Pure Power Technologies, Inc. (“PPT Inc.”) in connection with the sale of substantially all of PPT LLC’s assets to PPT Inc., which assignment was ratified by the County by a Resolution of County Council dated June 21, 2016; and

WHEREAS, PPT Inc.’s right, title and interest in the FILOT Agreement solely with respect to the land and buildings located at the Project (as defined in the FILOT Agreement) (collectively, the “**Transferred Property**”) were assigned to PPT Real Estate Enterprises, L.P. (“PPT RE”), effective April 11, 2019; and

WHEREAS, PPT RE’s right, title and interest in the FILOT Agreement solely with respect to the Transferred Property were assigned to Assignor, effective August 14, 2020; and

WHEREAS, Assignor has conveyed or will convey the Transferred Property to Assignee; and

WHEREAS, Assignor desires to assign to Assignee all of its obligations, rights, title and interest in and to the FILOT Agreement, a true and correct copy of such FILOT Agreement having been provided to Assignee, with respect to the Transferred Property, and Assignee desires to assume all obligations, rights, title and interest of Assignor thereunder, with respect to the Transferred Property; and

WHEREAS, the County authorized, approved and consented to (or will authorize, approve and consent to) the assignment of the FILOT Agreement via Resolution of its County Council.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of FILOT Agreement. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor’s right, title, interest and obligations under the FILOT Agreement, solely with respect to the Transferred Property, and Assignee hereby accepts such assignment and assumes all of Assignor’s duties and obligations under the FILOT Agreement, solely with respect to the Transferred Property (“**Assignment and Assumption of FILOT Agreement**”).

2. Consent to Assignment and Assumption of FILOT Agreement. Such Assignment and Assumption of FILOT Agreement is made subject to and is conditioned upon obtaining the consent or

ratification from the County as required by Section 12-44-120 of the South Carolina Code, as amended, and the terms of the FILOT Agreement, and following receipt of such consent or ratification, shall be deemed effective as of the Effective Date.

3. Mutual Indemnities. Assignor agrees to indemnify, defend and hold Assignee, its affiliates, successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities (collectively, “**Claims**”) that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement (as such relate to the Transferred Property), provided that any such obligation accrued and that such failure occurred prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor, its affiliates, successors and assigns, harmless from and against any and all Claims that: (a) result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement, provided that any such obligation accrued and that such failure occurred on or after the Effective Date; or (b) arise from any modification or amendment to the FILOT Agreement on or after the Effective Date (in each case, as such relate to the Transferred Property). Notwithstanding the foregoing, unless such Claim against Assignor results solely from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement during the period that Assignor was a party to the FILOT Agreement, Assignee shall not pursue any such Claim against Assignor.

4. Representations and Warranties by Assignor and County.

- (a) Assignor hereby represents and warrants to Assignee that, to the best of Assignor’s knowledge, neither the Assignor nor the Transferred Property is in default under the FILOT Agreement and that all requirements of Assignor under the FILOT Agreement (including any requirements to make and maintain investment at the Project) have been satisfied as of the Effective Date.
- (b) The County hereby represents that, to the best of the County’s knowledge based solely on information Assignor and Assignee have provided to the County without further independent investigation, neither Assignor nor the Transferred Property is in default under the FILOT Agreement.

5. Release. Effective and contingent upon the County’s consent to the Assignment and Assumption of FILOT Agreement, the County releases Assignor from any breach by Assignee of Assignee's duties, obligations, and liabilities under the FILOT Agreement with respect to the Transferred Property, accruing on or after 12:00 a.m. on the Effective Date, except with respect to the payment of Negotiated FILOT payments (as defined in the FILOT Agreement), payments in lieu of taxes *ad valorem* taxes or other amounts due with respect to the Transferred Property (collectively, “**Amounts**”), which the County specifically does not release Assignor from the obligation for the payment thereof until the County has received such Amounts due through the Effective Date or for the property tax year in which the Assignment and Assumption of FILOT Agreement occurs. Nothing contained in this Section 5 shall release Assignor from any other duties, obligations, or liabilities under the FILOT Agreement.

6. Notices. From and after the Effective Date, all notices delivered pursuant to the FILOT Agreement shall also be delivered to Assignee at the following addresses:

MTP - 1410 NORTHPOINT BLVD, LLC
c/o SomeraRoad Inc.
130 West 42nd Street, 22nd Floor
New York, New York 10036
Attn: Blake Toline

7. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

8. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

9. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

10. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

NL VENTURES XI NORTHPOINT, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

MTP - 1410 NORTHPOINT BLVD, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the County has consented to the Assignment and Assumption of FILOT Agreement and this Assignment Agreement by the signature of its authorized representative below.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name:
Title:

ATTEST:

Name:
Title:

IN WITNESS WHEREOF, PPT Inc. acknowledges the foregoing Assignment and Assumption of FILOT Agreement and agrees that nothing in this Assignment Agreement terminates or limits the obligations of PPT Inc. with respect to property subject to the FILOT Agreement other than the Transferred Property.

PURE POWER TECHNOLOGIES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit A to Partial Assignment and Assumption of FILOT Agreement

Copy of FILOT Agreement

[to be attached]

Richland County Council Request for Action

Subject:

All County Council contracts and agreements adopted by a majority vote of full Council will require a majority vote of full Council to amend and/or change [NOTE: This motion should be taken up as soon as possible, and not be addressed with the overall Council Rules update.] [LIVINGSTON – July 13, 2021]

Notes:

On any matter to be addressed by council, a motion to temporarily suspend any rule requiring a majority vote (whether stated explicitly or implicitly), shall require unanimous consent of those members present (i.e. use of a plurality vote for approval shall require unanimous consent of council).



Agenda Briefing

| | | | | | |
|------------------------------|---|----------------------|-------------------|-------------------|--|
| Prepared by: | Harry Polis | | Title: | Deputy Chief | |
| Department: | Sheriff | Division: | | | |
| Date Prepared: | November 02, 2021 | Meeting Date: | November 09, 2021 | | |
| Legal Review | Elizabeth McLean via email | | Date: | November 01, 2021 | |
| Budget/Finance Review | Stacey Hamm via email | | Date: | November 02, 2021 | |
| Committee | Coronavirus Ad Hoc | | | | |
| Subject: | Mental Health Check-In Program for Richland County Sheriff's Department | | | | |

STAFF'S RECOMMENDED ACTION:

The Sheriff is requesting Council to allocate American Rescue Plan (ARP) funding in support of the new RCSD Mental Health Check-In Program.

Target implementation date: January 1, 2022

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 no, is a budget amendment necessary? | <input type="checkbox"/> | Yes | <input checked="" type="checkbox"/> | No |

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The cost of this program is \$16,250 annually with \$4,062.50 due by December 15, 2021 for a January 1, 2022 start.

Beginning FY27, general fund dollars of \$8,125 would be required to continue this program and \$16,250 each fiscal year thereafter.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

| | |
|----------------|--|
| Council Member | |
| Meeting | |
| Date | |

STRATEGIC & GENERATIVE DISCUSSION:

Blue H.E.L.P. is a non-profit organization whose mission is, “to reduce mental health stigma through education, advocate for benefits for those suffering from post-traumatic stress, acknowledge the service and sacrifice of law enforcement officers we lost to suicide, assist officers in their search for healing, and to bring awareness to suicide and mental health issues.” According to Blue H.E.L.P., law enforcement officers are statistically more likely to die by suicide than they are to be killed in the line of duty. Since January 1, 2021, 100 law enforcement officers, from 33 different states have died by suicide. The routine exposure of law enforcement officers to traumatic incidents combined with political unrest, rising unemployment, social isolation, and less-than-favorable media coverage have largely increased the amount of stress experienced by law enforcement officers. Additionally, law enforcement officers are already experiencing the mental health implications of the prolonged COVID-19 pandemic.

Therefore, we must take proactive measures to protect our deputy’s mental health.

One of the benefits of our Sheriff being the National Sheriff of the Year and on the board of the Major County Sheriff’s Association is that he has an inside view of proposed legislation at the federal level related to police reform. He believes federal legislation is forthcoming and in an effort to be on the forefront of health and wellness for our deputies, he would like to proactively implement this new annual program.

The cost of this program is \$16,250 annually with \$4,062.50 due by December 15, 2021 for a January 1, 2022 start. Staff recommends allocating \$81,250 in American Rescue Plan funds to fund this program through December 31, 2026. Following this initial period, the general fund would allocate \$16,250 annually to continue this program if it is deemed successful.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Beginning FY 27, general fund dollars of \$8,125 would be required to continue this program and \$16,250 each fiscal year thereafter.

ATTACHMENTS:

1. Proposal from Designed by Propose
2. BLUE H.E.L.P. Mental Health Support Visual



September 13, 2021

Attn: Richland County Sheriff's Department

Like most managers, you probably checked in with your employees last spring when the Covid-19 crisis first started. The mental health implications of a prolonged pandemic, political unrest, rising unemployment, social isolation and home schooling are creating an underlying stress for all. Your willingness to open up an honest conversation about mental health with your employees is exactly the kind of gift so many people want and need right now.

So how do you start a conversation that even the bravest managers fear?

Designed By Purpose Counseling & Consulting, LLC., would like to propose the following for an Employee Mental Wellness Program (EMWP). Dealing with a mental health problem before it becomes more severe can cut down on suffering as well as save money in treatment costs and sick days.

It is our commitment to cost-effectively provide the best services we are able to offer to you. I invite you to contact me at any time. I can be reached at amanda@designedbypurposecc.com or 803-521-9172.

I look forward to speaking with you soon. Please feel free to visit our website to learn more about us and our services at www.designedbypurposecc.com.

Best regards,

Amanda Gilchrist, LPC
Owner/Operator
DBP Counseling and Consulting, LLC



RCSD Wellness Program Proposal

Initial program provides up to 650 officers with a Stress screener with a follow up Trauma screener if needed. In order to accommodate the needs of Richland County Sheriff's Department; Designed By Purpose Counseling and Consulting will provide the following:

- Automated scheduler for participants to schedule their “mental wellness screening.”
- Services provided via HIPPA compliant video or voice connection from a mobile device or laptop.
- Custom program disclosure statement, to include the purpose of the program, information disclosed and consent for referrals
- All paperwork is completed in a HIPPA compliant confidential electronic client portal
- Richland County Sheriff's Department will have a choice of services provided to be outlined prior to the start of the program October 1st
- Each officer will be administered a Perceived Stress Questionnaire to identify risks for moderate to high levels and provide program and progress outcomes
- If Perceived Stress Questionnaire identify high stress, PTSS questionnaire will then be administered
- Referrals will be made pending the individual provides consent for referrals.
- Cost is \$16,250;equivalent to \$25 per officer. (*Requires a 25% down payment and set up of RCSD assessment calendar and allocation of therapist time)

RCSD Additional options (not included in the current price estimate)

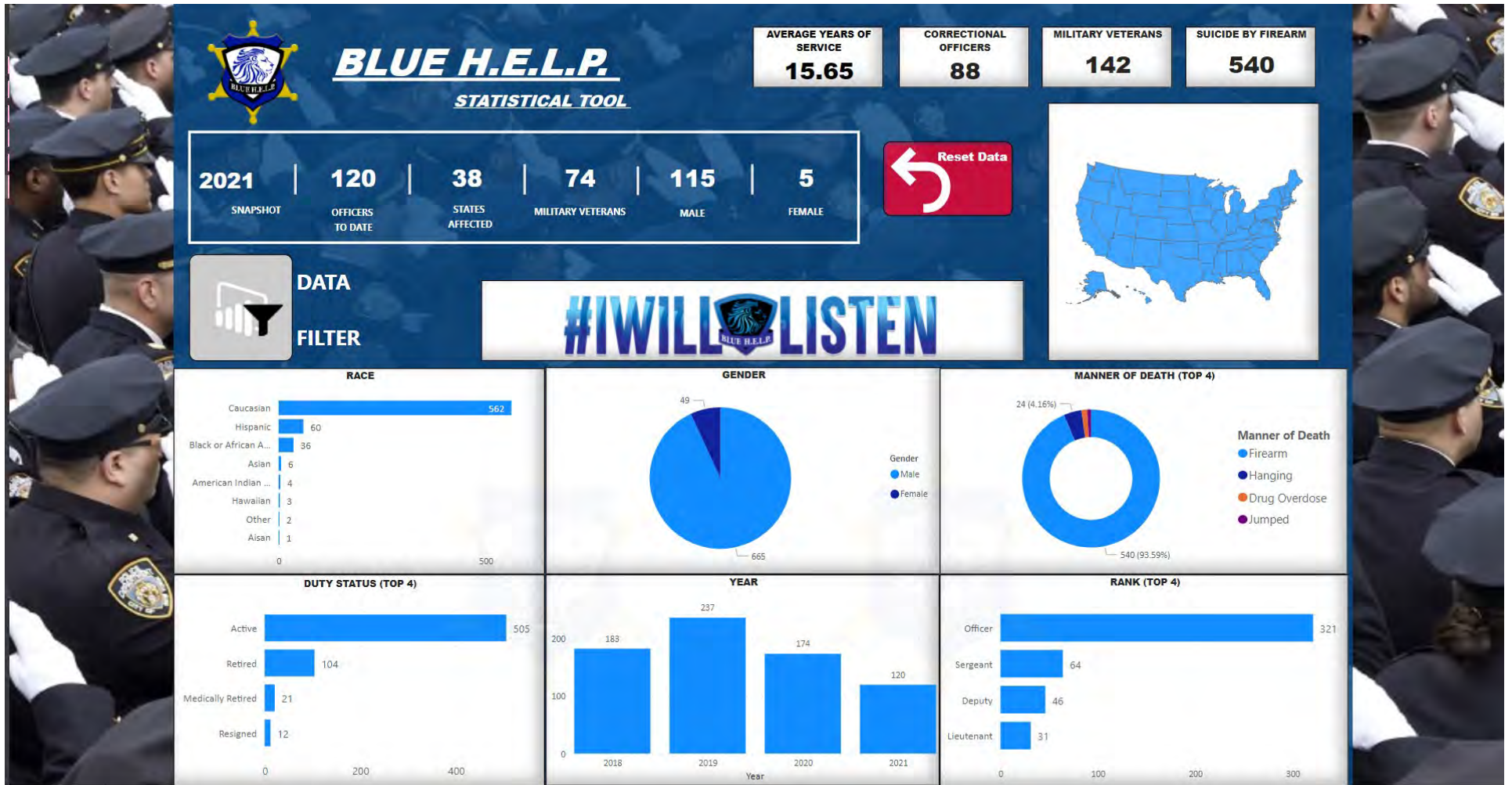
Designed By Purpose Counseling & Consulting offers confidential assessment, referral, coaching and counseling services to employees and their eligible dependents at no cost to them. For your clients, we can design a plan with 1, 3, 5, 6, 8 or more free face to face or telehealth sessions. Or our EAP can be a “telehealth only” model. All of the following services are included in our standard Employee Mental Wellness Programs.

- Account Manager
- Program Publicity
 - Tri-Fold Brochures
 - Blogs on a Wide Array of Mental Health Topics
 - Virtual Q&A Sessions (monthly)
- Quarterly de-identified statistical reports on general employee outcomes
- Community Referrals
- Counseling and coaching for:
 - Drug/Alcohol Problems
 - Marital Conflicts
 - Adolescent Behavioral Problems
 - Stress-Related Problems
 - Family Conflicts
 - Other problems that relate to an employee's mental well being
 - Virtual Men's and Women's support group on different topics (based on demand)
 - EMDR

At your request, we can also provide tailored workshops for:

- Creating a great work culture
- Stress Management
- Work/life balance
- Supervisory skill building

2228 Woodside Executive Ct Aiken, SC 29803 | 803.470.4076 | www.designedbypurposecc.com





Agenda Briefing

| | | | | |
|------------------------------------|---|----------------------|--------------------------------------|------------------|
| Prepared by: | Christine A Keefer | | Title: | Director |
| Department: | Government & Community Services | Division: | Office of Small Business Opportunity | |
| Date Prepared: | October 12, 2021 | Meeting Date: | November 09, 2021 | |
| Legal Review | Elizabeth McLean via email | | Date: | October 13, 2021 |
| Budget Review | James Hayes via email | | Date: | October 18, 2021 |
| Finance Review | Stacey Hamm via email | | Date: | October 13, 2021 |
| Approved for consideration: | Assistant County Administrator | Aric A Jensen, AICP | | |
| Committee | Coronavirus Ad Hoc Committee | | | |
| Subject: | COVID-19 Pandemic Small Business Relief Grant Program | | | |

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of proposed grant program.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The funding for the proposed COVID-19 Pandemic Small Business Relief Grants is in Community Planning & Development budget for CDBG-CV funds (GL/JL 1202992010.528000 4891900.528000).

The Community Development Block Grant (CDBG) program, administered by the U.S. Department of Housing and Urban Development (HUD), is an annual grant program provided on a formula basis to Richland County and other state, county, and local governments to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-and moderate-income persons.

Through the CDBG-CV program, HUD provides grants to states, insular areas, and local governments to prevent, prepare for, and respond to the spread of COVID-19. At least 70% of every grant must be expended for activities that benefit low- to moderate-income (LMI) persons by providing housing, a permanent job, a public service, or access to new or significantly improved infrastructure. The remaining 10% may be used to eliminate slum or blighted conditions, or to address an urgent need for which the grantee certifies it has no other funding. Eligible uses are listed in the attached *Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response* document.

The County’s FY2021 CDBG-CV budget totals \$2,197,908, of which \$300,000 was allocated to economic development grants to small businesses to provide pandemic relief in response to COVID-19. Council approved the CDBG-CV action plan as a consent agenda item (15f) on July 13, 2021.

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

None.

REGULATORY COMPLIANCE:

HUD requires local government grantees to draw down 80% of their awarded funding by the end of the third year. Because the County submitted that draw down request so late and amended the request in 2020, we are already in Program Year 2 (federal FY2021).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

| | |
|----------------|--|
| Council Member | |
| Meeting | |
| Date | |

STRATEGIC & GENERATIVE DISCUSSION:

Program Overview & Purpose

The Office of Small Business Opportunity (OSBO) is requesting approval of the COVID-19 Pandemic Small Business Relief Grant to sustain Richland County businesses owned by or employing members of low-to-moderate income (LMI) households in Richland County. This grant would be sourced with an allocation of \$300,000 in CDBG-CV funds to be used to provide one-time grants of up to \$15,000 to reimburse small businesses for unanticipated expenses related to COVID-19. This would help mitigate the pandemic's economic impact on small business operating capital, reducing the risk of employee layoffs or business closure.

The attached COVID-19 Pandemic Small Business Relief Grant Summary sheet provides basic details about this grant program. OSBO and Community Development are finalizing the full program guidelines in preparation for program rollout.

Because this grant program is funded by CDBG-CV funds, Community Development will serve as the fiscal agent for these programs. OSBO will serve as the program administrator due to its connection with the small business community.

Community Development requested OSBO’s assistance in designing and administering this grant program to help direct CDBG-CV funds to LMI persons in Richland County in compliance with HUD guidelines and deadlines. Both Community Development and OSBO are excited to offer a grant program that will help our small business community recover from the pandemic’s economic impact and preserve employment opportunities. Through this proposed grant program, Richland County will be investing a total of \$300,000 in CDBG-CV funds to help sustain at least 20 small businesses in Richland County over the next year.

Program Development & Deliverables

Since August, OSBO and Community Development have collaborated on designing the grant program, ensuring funding is available, preparing the online application platform, promoting the program to the

small business community, and identifying staff and County Council members to serve on the grant review committee. OSBO has also scheduled workshops in October to help small business owners prepare to apply to grant opportunities like this, and OSBO will be working closely with grant recipients to ensure they comply with the grant requirements.

County Ordinance Compliance

The proposed grant program will help Community Development fulfill its mission of “administering grants from the U.S. Department of Housing and Urban Development to improve low-income neighborhoods” (RCC Article V, Division 2, Section 2-130 a). This grant program will help OSBO fulfill its mission of “providing additional avenues for the development of new capacity and new sources of competition for county contracts from the growing pool of small and locally based businesses” (RCC Article X, Division 7, Sec. 2-639).

This request does not require an ordinance amendment.

Benefits to Residents & County Services

Throughout the pandemic, Council has taken positive steps to provide relief to LMI households to alleviate their COVID-related financial hardships. Examples of such relief programs are the Emergency Rental Assistance Program offered to renter households and the COVID-19 Pandemic Relief Grants offered to small businesses and nonprofits in 2020. The grant program proposed here will extend that relief to help keep people employed and help sustain small businesses in Richland County.

The proposed program will permit OSBO to extend its reach into the local business community and deliver COVID-related financial relief to small businesses—something they tell us they still need as the pandemic continues. This grant program also demonstrates that when two different divisions within two different departments collaborate with a shared purpose to support economic and community development with County Council support, that effort can yield mutually beneficial results for Richland County and its constituents.

Alternatives & Risks

We considered three alternatives:

- Option 1 (recommended) – Approve the proposed grant program as presented. This option would allow the County to provide pandemic-related financial relief to at least 20 small businesses that employ members of LMI households and provide the County an opportunity to expend CDBG-CV funds for pandemic relief according to HUD requirements.
- Option 2 – Approve the proposed grant program, but fund it through a different source. This could delay the rollout of the grant program as no alternate funding source has yet been identified.
- Option 3 – Do not approve the proposed grant program. This option would require Community Development to find other ways to spend the CDBG-CV funds. Depending on the dollar amount, if any changes are made at this point, the County would need to submit a substantial amendment, requiring another 30-day public comment period and a public hearing.

Denial of the proposal would require Community Development to find other ways to spend the CDBG-CV funds and potentially put at least 20 small businesses at risk of closing, laying off employees, or finding alternate means to cover unanticipated pandemic-related expenses.

Previous Council Action

Coronavirus Ad Hoc Committee – 4/16/2020 meeting minutes

Coronavirus Ad Hoc Committee – 7/28/2020 meeting minutes

County Council – 7/13/2021 special called meeting minutes

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response
2. COVID-19 Pandemic Small Business Relief Grant Summary
3. Coronavirus Ad Hoc Committee – 4/16/2020 meeting minutes
4. Coronavirus Ad Hoc Committee – 7/28/2020 meeting minutes
5. County Council – 7/13/2021 special called meeting minutes

Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response

REVISED April 6, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus.

Examples of Eligible Activities to Support Coronavirus and Other Infectious Disease Response

| <i>For more information, refer to applicable sections of the Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).</i> | |
|--|---|
| Buildings and Improvements, Including Public Facilities | |
| Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements. <i>See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).</i> | Construct a facility for testing, diagnosis, or treatment. |
| | Rehabilitate a community facility to establish an infectious disease treatment clinic. |
| | Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment. |
| Rehabilitation of buildings and improvements (including interim assistance). <i>See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR 570.201(f); 570.202(b).</i> | Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system. |
| | Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery. |
| | Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis. |
| Assistance to Businesses, including Special Economic Development Assistance | |
| Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project. <i>See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).</i> | Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease. |
| | Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons. |
| Provision of assistance to microenterprises. <i>See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).</i> | Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine. |

| Provision of New or Quantifiably Increased Public Services | |
|--|--|
| <p>Following enactment of the CARES Act¹, the public services cap² has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.</p> <p><i>See section 105(a)(8) (42 U.S.C. 5305(a)(8)); 24 CFR 570.201(e).</i></p> | Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community. |
| | Provide testing, diagnosis or other services at a fixed or mobile location. |
| | Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities. |
| | Provide equipment, supplies, and materials necessary to carry-out a public service. |
| | Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. |
| Planning, Capacity Building, and Technical Assistance | |
| <p>States only: planning grants and planning only grants.</p> <p><i>See section 105(a)(12).</i></p> | Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap. |
| <p>States only: use a part of to support TA and capacity building.</p> <p><i>See section 106(d)(5) (42 U.S.C. 5306(d)(5)).</i></p> | Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap. |
| <p>Entitlement only: data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. <i>See 24 CFR 570.205.</i></p> | Gather data and develop non-project specific emergency infectious disease response plans. |

Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan (Con Plan) when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a “substantial amendment” in the grantee’s citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).
- Under the CARES Act, CDBG grantees may amend citizen participation and Con Plans concurrently in order to establish and implement expedited procedures with a comment period of no less than 5-days.

Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG funds for activities to prevent or respond to the spread of infectious disease. Please contact your local CPD Field Office Director to request technical assistance from HUD staff or a TA provider.

- Submit your questions to: CPDQuestionsAnswered@hud.gov
- Coronavirus (COVID-19) Information and Resources: <https://www.hud.gov/coronavirus>
- CPD Program Guidance and Training: <https://www.hudexchange.info/program-support/>

¹ On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

² Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.

COVID-19 Pandemic Small Business Relief Grant Summary

Offered by OSBO (program coordinator) and Community Development (fiscal agent).

| | |
|--|--|
| Overview | One-time grants of up to \$15,000 to reimburse small businesses for COVID-related expenses |
| Purpose | Help provide economic relief to small businesses that incurred unanticipated expenses due to COVID; help mitigate risk of business closure or employee layoffs resulting from pandemic's economic impact. |
| Target audience | Richland County for-profit enterprises with 1-50 employees at time of application |
| Type of funding | Economic assistance grant (first-come, first-served) |
| Funding Source | CDBG-CV |
| Total Funding Available | \$300,000 |
| Number of Awards Available | Depends on applications; each grant limited to \$15K |
| Eligible Expenses | Payroll, business rent/mortgage payments, insurance, utilities, COVID-related PPE |
| Basic Eligibility | <ul style="list-style-type: none"> • Must complete & submit the application and all required supporting documents • Must provide proof of expense incurred after 3/1/2020 & coordinating proof of payment • Must disclose any other COVID relief applied for (sources and amounts) and all information required for federal reporting processes for applicants and their employees • Must meet HUD's CDBG eligibility requirements • Must demonstrate the ability to create/retain an LMI position • Priority will be given to retail, restaurants, personal service establishments (salons, barber shops, etc.), day care (adult & child), professional services, photography |
| Application | Online (Neighborly) |
| Evaluation | Committee will review applications for eligibility requirements and score on a pass/fail basis related to program requirements. Applicants recommended for funding will be contacted and asked to complete/sign the program agreement to allow for distribution of funds. |
| Exclusions/Ineligibility (includes but not limited to) | <ul style="list-style-type: none"> • Companies publicly traded, partially owned by a hedge fund, corporate-owned franchises • Individuals/organizations holding real property for passive sale or investment with no active ties to a for-profit business at the location • Businesses with unpaid code enforcement liens or violation of any federal, state, county, or local laws • Businesses owned in part or fully by County staff, administration, or leadership • Businesses in which any owner, officer, partner, or principal actor is/was involved with financial mismanagement |
| Compliance | Applicants must meet the terms and conditions set forth in a written agreement with Richland County or repay the grant; recaptured funds will be deposited into the CDBG program income account for future grants. |

| | |
|-----------------------------------|--|
| Prior Council Consideration | The Coronavirus Ad Hoc Committee on 4/16/2020 accepted staff's recommendation to add \$957K (CDBG-CV funding allocation), bringing available COVID-19 response funding to \$2.8M. This funding was received, as reported to the Coronavirus Ad Hoc Committee on 7/28/2020. |
| Public Engagement & Participation | Grant application workshops (OSBO) – 4 held in October Public info & outreach (OSBO, GCS, PIO) |



Coronavirus Ad Hoc Committee
 April 16, 2020 – 3:00 PM
 Council Chambers
 2020 Hampton Street, Columbia, SC 29204

| | | | | |
|----------------|-----------------|------------|-------------|-----------------|
| Yvonne McBride | Paul Livingston | Joe Walker | Dalhi Myers | Chakisse Newton |
| District 3 | District 4 | District 6 | District 10 | District 11 |

Committee Members Present: Paul Livingston, Chair; Yvonne McBride, Joe Walker, Dalhi Myers and Chakisse Newton

Others Present: Jim Manning, Joyce Dickerson, Calvin Jackson, Bill Malinowski, Allison Terracio, Ashiya Myers, Ashley Powell, John Thompson, Leonardo Brown, James Hayes, Michael Byrd, Kimberly Williams-Roberts, Michelle Onley, Dale Welch, Clayton Voignier, Brad Farrar, Bryant Davis, Erica Wade, Kimberly Humphrey, Trina Walker, and Dwight Hanna

1. **Call to Order** – Ms. Myers called the meeting to order at approximately 3:06 PM.
2. **Adoption of Agenda** – Ms. McBride moved, seconded by Mr. Walker, to adopt the agenda as published.
 In Favor: McBride, Walker, Myers and Newton
 The vote in favor was unanimous.
3. **Approval of Minutes**
 - a. **March 28, 2020** – Mr. Walker moved, seconded by Ms. Newton, to approve the minutes as corrected.
 In Favor: Walker and Newton
 Abstain: Myers and McBride
 The vote in favor was unanimous with Ms. Myers and Ms. McBride abstaining from the vote.
 - b. **April 6, 2020** – Mr. Walker moved, seconded by Ms. Newton, to approve the minutes as submitted.
 In Favor: Walker and Newton
 Abstain: Myers and McBride
 The vote in favor was unanimous with Ms. Myers and Ms. McBride abstaining from the vote.
4. **COVID-19 Relief Grant Program(s)** – Mr. Brown stated we are going to start with the grant documents related to our relief efforts from a non-profit and a business standpoint. We have spoken with our local

Coronavirus Ad Hoc Committee
 April 16, 2020



partners, United Way, City of Columbia and Community Fund. Our documents are similar in nature, in terms of the application and requirements process, so we can collaborate and be as efficient as possible. The documents staff has presented for review, and accept, includes a process by which individuals, in terms of organizations for non-profit businesses would apply to Richland County for funds. Those non-profit entities would provide direct to assistance to residents in need. The residents would use those non-profits to get what they need, but the non-profits would be vetted by the process included in the documentation. What we need from the committee is a group of members that would vet those non-profits who apply for funding, so that the non-profits could then provide direct assistance to those residents. Again, the non-profit process will require a vetting committee. The vetting committee would determine non-profits eligibility and awarding of funds. Those funds would be awarded to those non-profits. The non-profits would then award individual assistance to residents directly.

The business side would be a little bit different. The business side would require a vetting process, by which, once the businesses are determined to be eligible they would receive an award of funds to provide for their business needs (i.e. rent, utilities).

Ms. A. Myers stated, Attachment R is the “Non-Profit COVID-19 Pandemic Relief Grant Guidelines”. As Mr. Brown laid out, this is for our non-profit partners to apply, and to individually be vetted. We envision a 14-day turnaround process beginning with the acceptance of the application from the non-profit applicant. With that process, we would have internal deadlines, then review deadlines. In the packet, there was a list of dates, which would be our review deadlines. The first day of review would be May 5th. The application process would be until May 3. On May 4, Grants staff would review the documentation; May 5 – May 8 the committee would vet the documents; and, May 9 – 13 would be processing by Accounts Payable to issue checks to anyone awarded funding. Provided that they meet the guidelines, as outlined in the documentation, and submit the documentation, as required in their application.

Ms. McBride inquired as to which funding we are speaking of (i.e. small business or the community fund).

Ms. A. Myers responded this is for the non-profits or community partners. Attachments R, S and T are specific to the non-profits.

Ms. McBride stated there was an allocation of \$150,000 for the Pandemic General Funds. Her concern is the original amount was \$250,000. It has been reduced by \$100,000, and now the \$150,000 will include operational costs for non-profits. This amount is unacceptable. We initially stated \$250,000, which primarily helped those individuals who longer have the income, and who need assistance with their rent and utilities. These individuals are primarily women with children. She requested the funding amount to be returned to \$250,000, and to potentially increase it to \$300,000.

Mr. Livingston asked for clarification on which funds Ms. McBride was referring and their intended use.

Ms. McBride stated, for clarification, these are the funds that would assist citizens that cannot afford to pay their rent and/or utilities. She stated she knows people have received their stimulus funds, but they will not last long and we will end up with more homeless children and families. There are other funds, within the stimulus package, which assists businesses. These funds are directly for our citizens who are in need. Most of which are living underserved areas, and they cannot afford to pay their utilities or rent.

Mr. Brown stated Ms. McBride did raise a good point. In their initial conversations with the City of Columbia, United Way and the Community Fund, they had not included operational costs in their considerations. They did mention that going forward that was something they were going to be looking at. The staff information, for your consideration right now, was direct assistance driven, and we were not including operational costs.



Ms. McBride stated she included the operational support costs because that is what is in the package she received from staff.

Mr. Brown stated whatever Council decides we would apply the funding toward that. In the grant submission information, we would put whether it is direct assistance or if it includes operational expense assistance.

Ms. Newton emphasized, a part from operational costs that Ms. McBride requested the original amount of \$250,000 direct assistance was restored. We may have called it critical needs, but it covers the things Ms. McBride outlined.

Ms. D. Myers noted we have the eligibility requirements, based on low-to-moderate income families. In this particular downturn, families may not be low-to-moderate income, but may have a demonstrable need. She is concerned that we not exclude people. A lot of people who would not ordinarily meet that criteria may now have a demonstrated need for assistance. She is concerned when we say low-to-moderate income that weeds people out rather than making sure that we are accounting for Richland County citizens that may have a demonstrated need. She would prefer if the language were something more closely aligned with a demonstrative or stated need, so we do not weed families out because they may have an income that has evaporated.

Ms. McBride stated she agreed with that to a certain extent, but we need to primarily target the low-to-moderate income.

Ms. D. Myers stated she is not just speaking of low-to-moderate families. She is speaking of families in need. In this crisis, where people have been told not to go to work, and they may not normally be low-to-moderate, but they may not have work. If you consider, for example, if you own a barber shop, and your entire income is dependent on running that barber shop, you may not be ordinarily low-to-moderate income, but you may be zero income now. She does not want to weed out folks who can demonstrate a need.

Ms. McBride stated she thinks we were assuming that the moderate income would include those people. By all means, we are not to exclude anyone in need, but we want to make sure that we address our most vulnerable citizens that have been in need for years, and are usually excluded.

Mr. Malinowski noted the documentation provided states grants will not be awarded to individuals. Yet, Mr. Brown stated funds would be given to individuals directly from the non-profit. He suggested changing the language to make it clearer that funds will be going to individuals, but it will be through a non-profit. Additionally, it states the activity must meet the service type activities, as outlined by the non-profit. It seems the activity should have to be in relation to the COVID-19 pandemic; otherwise, we are saying, "as long as you use the funds for an already existing activity, you are okay." It was his understanding, we want the funds to be used to assist with the pandemic.

Ms. A. Myers responded, under the program criteria, it states, "The activity provides solutions by way of systems or approaches that can prevent, mitigate or resolve individual, family, or community problems caused by COVID-19 and government responses thereto." Therefore, it is specific to COVID-19.

Mr. Malinowski stated the examples used do not seem to be COVID-19 related examples.

Ms. A. Myers responded rent/lease and utility assistance were noted by members of the committee, but we can update the documents, as directed by the committee.

Attachment U - Small Business COVID-19 Pandemic Relief Grant Guidelines: As outlined by the County Administrator, this will go directly to businesses in need of assistance. They also follow a similar 14-day



turnaround process. We have provided eligible applicant, by industry type and business, which aligns with the three categories that were referred to earlier in the document. We used the small business definition, as outlined by the County's ordinance. We also made sure to note that we are giving priority to businesses with 50 or fewer employees, and they have to demonstrate certain criteria (i.e. plans for recovery; retention of employees; and payroll, rent/mortgage or utility expenses, etc.).

Ms. D. Myers stated for clarification, in this process, we will be vetting whether or not they are a viable Richland County business, demonstrable need for rent or payroll assistance, as well as, if we think they have a strategically sound plan for recovery.

Ms. A. Myers responded we are requesting their use for the funds. We are not asking them to submit a plan for recovery, per se, but the application itself does ask what they are using the funds toward.

Ms. D. Myers suggested we could remove that from the criteria. What we are looking for is their use of the funds, supported by documentation.

Mr. Livingston stated he saw that in the Federal language. They wanted to make sure the business did not take the money and do something else, and did not continue the business.

Ms. D. Myers stated she does not want us to slow the business down by having them draft a strategic plan for the next 20 – 30 weeks.

Mr. Livingston stated, in addition, to have them detail how the receipt of these funds will help them stay in business because we do not want to give them the funds and have the business use them for something not related to the business.

Ms. A. Myers stated they will update the documents.

Ms. Newton stated, in the "Program Description", the 3 major sectors of the retail trade: accommodations and foodservice; and arts, entertainment, and recreation are noted. She knows we have used lots of different businesses as examples of small businesses that might be missed other places. For example, barber shops, nail salon, and other service industries. She inquired if those "services" would be included in retail trade. If not, she requested guidance on amending the language to make sure those "mom and pop" shops, which have had to close are included.

Ms. Powell responded we view retail trade as any business that offers goods or services directly to individuals.

Mr. Malinowski requested it be noted that the list is not all inclusive. If someone is looking at the list and they do not see their business, or type of business, they may think they cannot apply. He noted, in one section, it lists accommodations, but, in another section, it says hotels and motels are ineligible, which seems contradictory to him. He inquired why franchises are not eligible, since franchises are individually-owned, and not necessarily owned by the corporation.

Ms. McBride stated, in previous discussions, regarding the small businesses, we realized that a business with 50 employees can seem pretty large to a business that only has 1 – 2 employees. Those businesses, such as the barber shops/beauty salons, which only have 1 – 5 employees are at a disadvantage, in terms of applying for funds and being able to fill out all the forms. The Federal government has funds set aside for small businesses, but she is not sure those "mom and pop" businesses are taken care of. We discussed having funding available for these really small businesses. She thinks it is important that we set aside those funds for those small businesses that will not be able to apply for the Federal funds, and do not have experience in applying for funding, to assist with their utilities or rent until the economy recovers.



Mr. Malinowski stated the definition for small business needs to be changed in the beginning of the document.

Ms. Dickerson stated, for clarification, beauty/barber shops do not really employ anybody. Most of the people rent space from the salon. You would have to revisit this because it affects all of the independent contractors of the salons/shops.

Mr. Livingston stated one of the questions may need to be, “how do the funds given impact the employees?”

Ms. McBride stated there may be small businesses where they are actually the owners, so we cannot forget them either. We need to look at a whole different category for these businesses.

Ms. D. Myers suggested we have a micro-business category with businesses that have 1 – 10 employees. Technically, if you are renting a booth at a salon, you are an independent contractor, and are essentially employing yourself. Therefore, the question may be, “how does this impact your employees, if you have employees, but, if you do not have employees, how does this support the continued operation of “X” or “Y” business.” She also suggested looking at the allocations in pots of money because, as of today, the SBA no longer has money to lend. Small businesses that have not come in already, and gotten to a bank, there is nothing left. She noted the Federal government has given out trillion of dollars, and we are still working on a couple of million. Time is of the essence if we are going to help any of these businesses. She would like the breakdown of the categories to be as follows: 1 – 10 owner/employees, 11 – 25 employees, and 26 – 50 employees. As to the language on the form, if the language specifically said, “the retail sector includes service industry” that may get at what we are talking about.

Mr. Malinowski stated he heard the CARES Act is providing additional funds for local governments. He wanted to make sure staff was aware, and looks into any receiving these additional funds.

Ms. A. Myers stated, in an attempt to address your concerns, relative to the number of employees that businesses have, there is a question under the “business fiscal impact” portion of the application (Attachment V) where we ask for the number of employees, both part-time and full-time. Additionally, under “what expenses or activities will be paid with the funds?” There are several categories, to include payroll costs, which would show that they are using a portion of it to pay their employees. She inquired if this addresses the concerns as to the number of people employed by the business, as well as, ensuring that they are using funds for payroll costs, or would you like other questions added to address those concerns.

Ms. D. Myers stated she would like for it to specifically say, “If you do not have employees, how does your receiving this grant sustain or buttress the business you work in?” She wants to ensure that we do not exclude people without employees.

Ms. McBride stated her concern is with the allocation of funding for the different categories. She noted that 50 employees seems huge for someone that only has 1 – 2 employees. The employer with 50 employees probably have more experience in getting funding. Her concern was making sure there was an allocation set aside for the small businesses with 5 or less employees.

Ms. D. Myers inquired if Ms. McBride disagreed with the 3 categories she proposed earlier.

Ms. McBride stated she believes the categories are too big.

Ms. D. Myers suggested breaking down the categories as follows: 1 – 5 employees, 6-15 employees, and 16 – 50 employees.

Ms. McBride stated she would agree with those categories.

Coronavirus Ad Hoc Committee
April 16, 2020



Ms. Myers inquired as to how much money should be allocated for each person.

Ms. McBride responded that is needed to be based on some kind of logical process, which she has not thought through.

Mr. Livingston stated, for clarification, the committee is saying they are okay with the 3 categories for number of employees (1 – 5; 6 – 15; and 16 – 50).

Mr. Brown stated there has been discussion about what may be good going forward, but we would like to have that captured in a motion so we know we are doing what the committee wants us to do. He knows there has not been an allocation decided. If, in fact, this program is approved by Council on Tuesday, and go into effect on Wednesday, we want to have those allocations aligned, so when we get the applications in from the groups we can know what funding they immediately available to them, based on the sizes discussed. Please keep in mind, as we go you can come back and change the pot of money, but we need to put something in place so we can move forward.

Mr. Livingston stated the committee wants to add “service” to retail trade; an allocation of \$500,000; the 3 categories for number of employees should be, 1 – 5; 6 -15; and 16 – 50; and to ensure that the businesses tell us how the funds will be used to assist them with continued operations.

Ms. McBride moved, seconded by Mr. Livingston, to approve the addition of “service” to retail trade; an allocation of \$500,000; to set the categories for number of employees as follows: 1 – 5, 6 – 15, and 16 – 50; and to ensure businesses detail how the funds will be utilized to continue their operations.

In Favor: McBride, Livingston, Myers and Newton

Abstain: Walker

The vote in favor was unanimous with Mr. Walker abstaining from the vote because of a potential direct financial impact.

Mr. Brown stated the motion does not breakdown and address Ms. McBride’s concern about allocations for the specific groups.

Mr. Livingston requested that staff research this matter and bring it back to the committee.

Ms. McBride inquired if it was clear that the amount of funding to assist the citizens was \$250,000, and not \$100,000.

Mr. Brown responded that it was clear.

Ms. Newton stated, for clarification, the motion we just made was in terms of the categories. We have been talking about amounts of allocations, the categories of those who can apply, and the guidelines and criteria we are going to use to determine who is eligible in those categories for that amount of funds. She inquired if we are going to separately be discussing the application process.

Mr. Livingston responded if there are questions about the application process we need to discuss those now.

Mr. Jackson inquired if any thought has been given to the process that is used by the Grants Office when they are distributing the hospitality funds. His impression is that receive applications where individuals make a request, then based upon the amount of money they have, and the number of applications they receive, they



make a determination and go as far as they can. Thereby awarding less than the applicant may have requested, but at least making an award to the majority that apply. We do not know how many people may apply, or what their needs might be. He inquired if the committee might consider opening up the process, receiving the applications. The applicants would indicate what one-time amount they are interested in receiving, and then let the committee and/or staff make the determination upon the amount of money, and the number of applications.

Mr. Livingston inquired if we agreed to do this in phases.

Mr. Brown stated the process Mr. Jackson described is the process we were attempting to communicate to the committee. The only thing difference is that instead of one deadline for all applications, we are going to have a continual process, which will allow people to continue to apply over a period of time. That way we can turn around funds more immediately instead of having people delayed waiting for the end of a period before everyone is considered. Some of our partners are doing it bi-weekly, weekly, etc. We were trying to figure out to get needed funds into the hands of those that needed, as soon as possible, while allowing for an appropriate process to take place.

Ms. Newton stated, at this moment, she just wants to make sure we are moving, and allowing our staff to move, as expeditiously as possible.

Ms. McBride stated she thought she read somewhere there was training, public information and education for the small businesses.

Ms. Newton inquired if Ms. McBride is referring to one of the documents that talked about a staff led task force that was going to provide small business training and information on resources.

Ms. McBride responded she cannot recall where exactly she read it. She knows staff is going to do some training, but in the application is there an area regarding training.

Ms. A. Myers there is not an area for training, unless you are referring to ineligible expenses on one of the applications. There is nothing specific to training.

Ms. D. Myers stated Ms. McBride may be referring to the Federal guidelines that allow CDBG funds to be reapportioned for training in some context.

Ms. Newton stated the part she was referring to was in the COVID Response Plan under recommendations.

Ms. McBride inquired as to what kind of data we are requesting to analyze for planning purposes. She inquired if we will be able to determine later which businesses received funds, how many employees, the gender and race of the employees.

Mr. Brown stated some of our applications will address some of those, but to the nature of race or gender, the application does not capture that. Those were not questions that either the County or our partners discussed. We are capturing general demographics, but not specifics.

Ms. McBride stated she was wondering how we could use this information later as we move forward in recovery, to look at the different the different programs we have assisted with, and the needs in various areas/zip codes.

Ms. D. Myers inquired what Mr. Brown defined as "general demographics".



Mr. Brown responded the nature of the organization's business, operating location, service industry, but the more personal information will not be requested. The general information we are requesting is: What type of business (sole proprietor, partnership, corporation, minority, veteran, non-minority woman, disable veteran).

Ms. McBride stated we need it with the other grant, in terms of services being provided to the constituents.

5. **COVID-19 Recovery Consultant** – Mr. Brown stated we were looking to have services provided to assist us with capturing available funds to help support the County's efforts. Basically, we are requesting the committee to approve staff's recommendation to allow us to utilize TetraTech. There were some questions about whether it would be in the best interest of the County to utilize TetraTech. Based on timing, availability and familiarity with Richland County Government, we believe this process will allow us to move forward expeditiously in acquiring resources and assistance with COVID-19.

Ms. Powell stated she submitted a written response to the committee and full Council. She and Mr. Voignier are available to answer any questions, at this time.

Ms. D. Myers inquired if this is meant to be an exclusive group. She understands the need to move quickly, but she takes to heart Mr. Manning's comments from the last meeting as to whether or not there are additional groups that are specifically trained in attacking the Federal process, in so far as financial downturns and disasters such as this. She inquired if this is an exclusive contract or time limited.

Ms. Powell responded the proposal is to move forward with disaster recovery, relative to COVID-19 and pandemic response, with TetraTech exclusively. The process, in and of itself, she would not call exclusive because we did research to identify other partners. We were not able to quickly do that. We could issue a solicitation, if that is the will of the body.

Ms. D. Myers stated, for clarification, if we approve TetraTech what we are saying is that is the company.

Ms. Powell responded, if you approve TetraTech, as she recommended, that is what you are saying. If you modify my recommendation to something more agreeable, we could execute a contract according to the terms set forth.

Mr. Voignier stated Ms. D. Myers asked a question about time limited. The current proposed task order is time limited, in the respect that it will end on December 31, with an option to renew, if necessary.

Ms. D. Myers stated, between now and then, we could conceivably be exploring other options, and on December 31st we could decide that TetraTech has done a great job, and now we are moving to another group who can do other things, which are equally as important.

Mr. Voignier responded that is a possibility.

Mr. Livingston stated he is fine with moving forward with TetraTech, but in the meantime, we need to be looking into whether or not there are certain things they are not addressing, and bring it back to be addressed.

Ms. D. Myers moved, seconded by Mr. Livingston, to adopt the recommendation to engage TetraTech, as described, until December 31, while also being mindful that there may be other options that may need to be explored.

In Favor: Livingston, Myers, McBride, Newton and Walker

The vote in favor was unanimous.

Coronavirus Ad Hoc Committee
April 16, 2020



6. **Updated CDBG Allocation** – Mr. Voignier stated they have discovered, through the request of Council, we have received an additional allocation of \$957,993, specifically for COVID-19, through CDBG. In addition to uncommitted balances for the County’s CDBG 2019 and 2020 funding, through the County’s regular CDBG allocation, we are recommending to utilize \$2.8M, of CDBG funding, to include those allocations to aid in the County’s response to COVID-19.

Mr. Livingston stated, for clarification, you adding that to the current available amount to get the \$2.8M.

Mr. Voignier responded the \$2.8M includes the CDBG-CV allocation, as well as uncommitted balances.

Ms. Powell stated we have clawed back the previous recommendation to reallocate funds that were assigned to two (2) Council projects. Since we have the additional CDBG-CV funds, we do not see a need to do that, at this time, unless Council’s will is otherwise.

Mr. Livingston stated, for clarification, that is the project on Broad River and a project in Ms. D. Myers’ district.

Ms. Powell responded it is a park for Atlas Road.

Ms. D. Myers moved, seconded by Ms. Newton, to accept staff’s recommendation to increase the CDBG COVID-19 funding by \$957,919, as outlined by staff, for a total of \$2.8M.

In Favor: Livingston, McBride, Newton, Myers and Walker

The vote in favor was unanimous.

Ms. D. Myers requested a standard meeting time be set for the Coronavirus Ad Hoc Committee.

Mr. Livingston stated he would have the Clerk to send something out to garner the committee members’ availability.

Ms. McBride stated in the document there were allowable uses the CDBG funds, and then there were usages that were not allowable. She noted that the only area we are likely using is to provide capital assistance for jobs and food services. There is an area for diagnostic testing and treatment, but we have not addressed those issues, as a committee, and she is sure they are already coming up, in terms of what we are going to do about that. As we move forward, we need to begin to move into another state, in terms of how Richland County will address these areas of testing, and the availability of funds.

Mr. Livingston read an excerpt from the letter stating the County would be getting additional funds.

“As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low and moderate income persons, and the development of partnerships between all levels of government, including private non-profits.”

She noted that Richland County was not included for immediate testing, and we have the highest number of coronavirus cases in the State, yet we were excluded.

Mr. Jackson noted the area with the highest number of positive cases, based on zip code, is the area that he resides in.

7. **Adjournment** – The meeting adjourned at approximately 4:25 PM.

Coronavirus Ad Hoc Committee
April 16, 2020



Coronavirus Ad Hoc Committee
April 16, 2020

- 10 -

11 of 11
139 of 154



Coronavirus Ad Hoc Committee
 July 28, 2020 – 4:00 PM
 Zoom Meeting
 2020 Hampton Street, Columbia, SC 29204

| | | | | |
|----------------|-----------------|------------|-------------|-----------------|
| Yvonne McBride | Paul Livingston | Joe Walker | Dalhi Myers | Chakisse Newton |
| District 3 | District 4 | District 6 | District 10 | District 11 |

Committee Members Present: Paul Livingston, Chair; Yvonne McBride, Joe Walker, Dalhi Myers and Chakisse Newton

Others Present: Bill Malinowski, Allison Terracio, Ashiya Myers, Ashley Powell, John Thompson, Leonardo Brown, Michelle Onley, Clayton Voignier, Angela Weathersby, Kyle Holsclaw, Mike King, Larry Smith, Elizabeth McLean and James Hayes

1. **Call to Order** – Mr. Livingston called the meeting to order at approximately 4:00 PM.
2. **Approval of Minutes**
 - a. **May 12, 2020** – Ms. Newton moved, seconded by Ms. Myers, to approve the minutes as distributed.

 In Favor: Livingston, Myers and Newton

 Not Present: McBride and Walker

 The vote in favor was unanimous.
 - b. **May 19, 2020** – Ms. Newton moved, seconded by Ms. Myers, to approve the minutes as distributed.

 In Favor: Livingston, Myers and Newton

 Not Present: McBride and Walker

 The vote in favor was unanimous.
 - c. **June 2, 2020** – Ms. Newton moved, seconded by Ms. Myers, to approve the minutes as distributed.

 In Favor: Livingston, Myers and Newton

 Not Present: McBride and Walker

Coronavirus Ad Hoc Committee
 July 28, 2020



The vote in favor was unanimous.

Ms. Newton inquired if the Coronavirus Blue Ribbon Committee was going to be discussed during this meeting.

Mr. Brown and Mr. Livingston both indicated that it would not be addressed at this meeting.

Mr. Malinowski

3. **Adoption of Agenda** – Ms. Myers moved, seconded by Ms. Newton, to adopt the agenda as published.

In Favor: McBride, Livingston, Myers and Newton

The vote in favor was unanimous.

4. **Coronavirus Relief Fund Requirements** – Mr. Beekman stated there are five (5) funding sources the County has received funding from through the CARES Act:

- a. *FEMA: COVID-19 Public Assistance* – Program that has been traditionally used on presidentially declared disasters. We are currently in the incident period, and working on submitting our applications for funding. It is traditionally 75% Federal Share; 25% Local Share.
- b. *HUD: CDBG-CV* – County has received approximately \$957,000. We are awaiting the Federal Register, which is the instruction manual of how the money is to be spent and reported.
- c. *Health and Human Services* – The EMS Department has received approximately \$350,000. There is an opportunity to apply for additional funding for COVID direct related activities.
- d. *Department of Justice: Criminal Relief Fund* – The Sheriff's Department has received approximately \$485,000, which is to be used for PPE and overtime.
- e. *Coronavirus Relief Fund* – The funding goes through the State of South Carolina prior to going to the sub-recipient. The CARES Act provided \$1,996,000,000 to the State to be used for Coronavirus relief efforts. According to the Federal Q&A, the funds were to be allocated to local county governments based on their population base. Greenville County received approximately \$93M. Using that formula, we projected that Richland County would receive approximately \$77M. However, the State changed that. On June 25th, the General Assembly enacted a joint resolution (Act 142), which authorized the initial expenditure of \$1.3 Billion to the Coronavirus relief efforts. In Phase I, the State will reimburse expenses from March 1 – June 30, and the County has to demonstrate that these expenses were necessary to prevent, prepare and/or respond to the Coronavirus Pandemic. There are six (6) areas they will provide reimbursement for: medical expenses, public health expenses, payroll expenses, compliance expenses, economic expenses, and other COVID-19 related expenses. We have to show that the expenses were not accounted for in the most recently enacted budget, and they were incurred during the Phase I time period. One of the obvious concerns is that only \$270M will be allocated to local government and State agencies. One of the biggest concerns is the Small Business Assistance Program the County initiated. There is no way the County can put up the millions of dollars necessary for this initiative, and then be reimbursed. In addition, there is no guarantee the County will receive reimbursement for Phase I, and no guarantee that Phase II will be enacted.

Coronavirus Ad Hoc Committee
July 28, 2020



Mr. King stated they have met with all the department heads and key personnel to get the information necessary for submission by August 15th. The significant negative impact is that we are competing with all of the counties in South Carolina, as well as State agencies.

Mr. Brown stated the reason he felt it was important to bring this to the committee is because of the allocation process versus the reimbursement process. As Mr. King articulated, it is important to note that instead of having funds provided by the Federal government to Richland County, to respond to COVID-19, we would have to have funds on hand to spend, in addition to funds we are going to be accounting for through our normal budget course to navigate COVID-19.

Ms. Myers inquired as to how Greenville County got a direct allocation, instead of the process presented by staff.

Mr. Beekman responded Federal Law gave direct allocation to any jurisdiction that had over 500,000 citizens. The State was supposed to take 45% of the remaining \$1.9 Billion and distribute it by population. The State did not do that, so we are not getting the approximate \$77M. The State is going to take control of the remaining funds, and determine an equitable distribution amongst the counties and State agencies.

Ms. Myers inquired how the statute reads that outlines who gets what amounts of money.

Mr. Beekman responded the law says it is 500,000 citizens, or more, and then it is broken out how much the State would get for the remainder of their population. He stated the FAQ, included in the agenda package, outlined how the Federal government wanted the State to distribute the funds across counties. What surprised us, was that the State decided they would allocate the \$1.9 Billion dollars, and there will be no direct pass through, but would be 100% reimbursable.

Ms. Myers inquired if Tetra Tech has checked with the County's Legal Department to see what their thoughts are on this. She is not sure that this is something the State has the authority to do, and the counties may need to band together and go to court.

Mr. Livingston inquired about where the Association of Counties is on this matter.

Mr. Brown responded he has not heard any discussions regarding this matter.

Ms. Myers stated this seems to be an issue that needs to be resolved upfront. We need to see if there are other states where they are doing the same thing as our Governor, and if it is legal. The Legal Department and the lobbyist need to be working on this matter.

Ms. Newton inquired if this is the only revenue stream staff is worried about.

Mr. Brown stated this is not the only funding source we are looking at. The other funding sources have tie-ins that would have made this funding source easier to utilize.

Ms. Newton requested some examples of things we had hoped to utilize these funds for, and we may now have to pause on.



Mr. Brown responded he had discussed utilizing the funds for protective equipment; infrastructure and resources so citizens have the ability to access County services easier; and County employees to perform their services in a remote environment.

Ms. Myers inquired about the costs of the items the Administrator outlined.

Mr. King stated they also discussed utilizing this funding to assist small businesses getting back on their feet.

Mr. Beekman stated the Coronavirus Relief Funds was going to be the most flexible funding stream because we would get the funds, and then the County could decide how to disperse the funds. In his opinion, the State is violating the equitability standard that the Federal government outlined.

Mr. Brown stated it is important to ensure that people's areas are thoroughly cleaned with the appropriate products. These costs would have also been covered with the CRF funding.

Ms. McBride stated, for clarification, does this mean that the County will not receive CRF funding.

Mr. Brown responded the County will have to submit all of their documentation by the August 15th deadline. If the State approves those expenditures, the County could then receive reimbursement.

Mr. Livingston stated it appears there will be less funds than we anticipated because of the way the Governor is going to distribute the funds.

Ms. McBride inquired if testing was included in any of those provisions.

Mr. Brown stated, if we had funding, testing would have been included in those funds.

Mr. Livingston stated, when this comes before Council, we need to direct Legal and staff to pursue this from the legal perspective to ensure that the law allows the Governor to do what he is doing.

Ms. Myers moved, seconded by Ms. McBride, to forward to Council with a recommendation that staff and Tetra Tech work with the Legal Department, the Association of Counties, and our lobbyists to ascertain whether what the Governor has proposed is consistent with the Federal statute, and determine what actions we should take to protect the interest of the citizens of Richland County.

In Favor: McBride, Livingston, Myers and Newton

Not Present: Walker

The vote in favor was unanimous.

Mr. Smith inquired if the motion included moving forward should they determine that action is needed to protect the citizens of Richland County.



Ms. Myers amended the motion to include the Legal Department recommending and taking action, consistent with protecting the interest of the citizens of Richland County, in accessing a proportionate and fair share of the Federal funds, under the CARES Act.

5. **Subrecipient Agreement for Coronavirus Relief Funds** – Mr. Brown stated there was an amendment included in the agenda packet. He sent the original agreement to various members of staff, as well as the County Attorney, for review and feedback on any concerns they may have. The Legal Department, Risk Management and Emergency Management noticed there was language in the document that did not represent what should be in the agreement. Mr. Smith reached out to the sender of the agreement, and shared our concerns. Whereupon, we were provided with the amendment. He communicated it is important that everybody be engaged, so our voices can be heard. He is not sure how many people signed the agreement with the original language, but in order to access the portal to receive reimbursements, counties have to sign this agreement.

Mr. Smith noted there was an indemnification and hold harmless clause in the agreement. It has been a longstanding South Carolina law that governmental entities cannot execute and enter into agreements with hold harmless and indemnification language. The agreement had the County indemnifying and holding harmless the State for anything they did related to the disbursement of these funds, their review of the process and their allocation. He brought this to Mr. Brown's attention, as well as Mr. Gaines, the sender. He sent Mr. Gaines an email, along with the case law that said they could not do that, and they reversed course.

Mr. Brown stated the process is the Chief Administrative Officer and the Chair of Council has to execute the agreement, prior to the State granting access to the portal.

Mr. Smith stated there is also language, if the County signs the agreement, agreeing to allow the State to allocate these funds under this formula. Our argument is that we believe they have not followed the CARES Act. If we sign this agreement, we may waive that argument.

Ms. Myers inquired if Mr. Smith will be prepared to give Council guidance on how we move forward, and preserve our rights, at tonight's meeting.

Mr. Smith responded he will do his best to provide guidance at the meeting.

6. **Relief Grant Program** – Mr. Brown stated, as a part of the relief grant program the County enacted, there was some information we put out about timelines, but we also talked about being adaptable. Earlier on, we set a timeline from March to the end of the fiscal year. At that time, we did not think we would still be awarding dollars. Considering that we just made some grant awards, we need to change the information in the program to say the funds need to be expended by October 31st, instead of August 31st. He stated it would not be equitable to have the grantees expended, and report back to the County, by August 31st.

Ms. Myers moved, seconded by Ms. Newton, to forward to Council with a recommendation to adopt and approve the Administrator's recommendation.

Ms. McBride inquired if October 31st will give the grantees adequate time to expend the funds.

Mr. Brown responded we need to allow them enough time to spend the funds, do their paperwork and the County receive its information, so we can potentially receive reimbursement.



Ms. McBride inquired if the grantees have received their checks.

Mr. Hayes responded that not every group has received their funding, which is why he brought this to Mr. Brown's attention. As this is a new program, a lot of the small businesses were having trouble turning in the proper documentation. We felt to give them time to submit the proper documents, to comply with the grant program, we needed to extend the deadline. As soon as staff receives the proper documentation, the checks will be expedited.

Mr. Brown stated, if the deadline needs to be extended, this matter will be brought back to the committee for action.

In Favor: McBride, Livingston, Myers and Newton

Not Present: Walker

The vote in favor was unanimous.

Ms. Myers requested the committee set a standard meeting time.

7. **Adjournment** – The meeting adjourned at approximately 5:00 PM.

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown noted Richland County moved from a low tier to a moderate tier. He encouraged those that are not vaccinated to become vaccinated and be aware of the protocols in place to reduce the spread of COVID-19. It was noted 45% of Richland County residents have been vaccinated, and 49.2% of SC residents have been vaccinated.

The County has served over 1,200 individuals and approved \$7M under the Emergency Rental Assistance Program. There are still funds available to be disbursed for those in need of rental and utility assistance.

12. **REPORT OF THE DEPUTY CLERK OF COUNCIL** – The Clerk’s Office did not have a report.

13. **REPORT OF THE CHAIR**

- a. Clerk’s Office Personnel – This item was taken up in Executive Session.

14. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Authorizing deed to the City of Columbia for certain parcels on the Three Rivers Greenway/Saluda Riverwalk, Richland County TMS # 07208-03-01 and TMS # 07208-03-02 – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. 21-015MA, Robert C. Lee, RU to GC (.97 Acres), 511 Ross Road, TMS # R17107-003-03 [SECOND READING]
- b. EMS – Ambulance Purchase
- c. EMS – Fire Tanker Purchase
- d. Department of Public Works – Stormwater NPDES Consultant
- e. Alvin S. Glenn Detention Center –HVAC Maintenance
- f. Community Planning & Development – CDBG/CV FY21 Action Plan Substantial Amendment
- g. Community Planning & Development – 2021-2022 Annual Action Plan
- h. Community Planning & Development – Saint Bernard Project

Ms. Newton moved, seconded by Mr. Pugh, to approve the consent items.

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

Not Present: McBride and J. Walker

The vote in favor was unanimous.

Ms. Newton moved, seconded by Mr. Malinowski, to reconsider the consent items, with the exception of those that require additional readings.

In Favor: Malinowski

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

Not Present: McBride and J. Walker

**Special Called Meeting
July 13, 2021**



Agenda Briefing

| | | | |
|------------------------------------|----------------------------------|----------------------|-----------------------|
| Prepared by: | Sara Scheirer | Title: | Division Manager |
| Department: | Community Planning & Development | Division: | Community Development |
| Date Prepared: | November 10, 2021 | Meeting Date: | November 16, 2021 |
| Legal Review | Elizabeth McLean via email | Date: | November 10, 2021 |
| Budget/Finance Review | Stacey Hamm via email | Date: | November 10, 2021 |
| Approved for consideration: | Assistant County Administrator | Aric A Jensen, AICP | |
| Committee | Coronavirus Ad Hoc | | |
| Subject: | CDBG-CV Public Service Grants | | |

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of proposed CDBG-CV Public Services grant program.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The funding for the proposed CDBG-CV Public Service Grants is in CommunityDevelopment budget for CDBG-CV funds (GL/JL 1202992010.527600 4891900.527600). This request was previously considered and approved in substance by the Coronavirus Ad Hoc Committee and by Council, and is now before Council for final consideration.

The Community Development Block Grant (CDBG) program, administered by the U.S. Department of Housing and Urban Development (HUD), is an annual grant program provided on a formula basis to Richland County and other state, county, and local governments to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-and moderate-income persons.

Through the CDBG-CV program, HUD provides grants to states, insular areas, and local governments to prevent, prepare for, and respond to the spread of COVID-19. At least 70% of every grant must be expended for activities that benefit low- to moderate-income (LMI) persons.

The County’s FY2021 CDBG-CV budget totals \$2,197,908, of which \$500,000 was allocated to public development grants to non-profits to provide pandemic relief in response to COVID-19. Council approved the CDBG-CV action plan as a consent agenda item (15f) on July 13, 2021.

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

None.

REGULATORY COMPLIANCE:

HUD requires local government grantees to draw down 80% of their awarded funding by the end of the third year (9/30/2023). Because the County submitted that draw down request so late and amended the 2020 Action Plan, we are already in Program Year 2 (federal FY2021).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

| | |
|----------------|--|
| Council Member | |
| Meeting | |
| Date | |

STRATEGIC & GENERATIVE DISCUSSION:

Program Overview & Purpose

The CARES Act made \$5 billion available in Community Development Block Grant Coronavirus (CDBG-CV) funds. As a grantee of funds from the U.S. Department of Housing and Urban Development (HUD), Richland County received \$500,000 in CDBG-CV funds to prevent, prepare for, and respond to the coronavirus and meet our community’s immediate needs.

The Richland County Community Development Office will request proposals from local non-profit organizations and government entities to reimburse for as well as carry out Public Services in the County through the Community Development Block Grant CARES (CDBG-CV) Program. This funding supports activities in the unincorporated areas of Richland County or activities serving residents of the unincorporated areas of Richland County. Federal law requires that these grant funds primarily benefit low- and moderate-income persons (80% of area median income or below). CDBG-CV grantees must have policies and procedures in place to prevent duplication of benefits with Stafford Act and other CARES Act programs. This means that grantees may not use CDBG-CV funds for costs already fully covered by other programs. CDBG-CV funds may only be used for those Public Service activities that are new or that represent a quantifiable increase above the level of an existing service before March 1, 2020.

Funding is for reimbursable expenses incurred March 1, 2020 through the present as well as future reimbursable expenses. There is a 25% match requirement of either cash, in-kind contributions, or both. The match must be secured prior to award.

Regulations allow the use of grant funds for a wide range of Public Services to prevent, prepare for, and respond to the coronavirus, meeting our community’s immediate needs. Uses of grant funds include, but are not limited to:

- Employment services (e.g., job training);
- Crime prevention and public safety;
- Child care;
- Health services;

Substance abuse services (e.g., counseling and treatment);

Fair housing counseling;

Education programs;

Services for senior citizens;

Services for homeless persons;

Down payment assistance;

and Recreational Services

CDBG-CV funds may be used to pay for labor, supplies, and material as well as to operate and/or maintain the portion of a facility in which the public service is located. This includes the lease (but typically not the purchase) of a facility, equipment, and other property needed for the public service.

To utilize CDBG-CV funds for a public service, the service must be either: A new service due to coronavirus; or A quantifiable increase in the level of an existing service due to coronavirus.

The following Public Services are not eligible:

Political Activities

Ongoing grants or non-emergency payments (defined as more than 3 consecutive months) to individuals for their food, clothing, rent, utilities, or other income payments.

Religious Organizations

Primarily religious organizations must meet conditions outlined at 24 CFR Part 570.200(j) found in the CDBG regulations. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious beliefs and may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this part. If an organization conducts such activities, they must be offered separately, in time or location, from the programs funded by CDBG. Participation must be voluntary for the beneficiaries of the programs.

In order for a project or program to qualify for CDBG-CV funds:

-51% of the program beneficiaries must be low- to moderate-income (L/M income) as defined by HUD [Households who earn at or below 80% of the Area Median Income (AMI) for Richland County, SC].

or

-the public service has to be available to all of the residence of a particular primarily residential area where at least 51% of those residents (or less if the exception criteria are applicable) are L/M income persons.

or

-the public service is designed to alleviate existing conditions that pose a serious and immediate threat to the health or welfare of the community, they are of recent origin or recently became urgent, and the grantee is unable to find other available funds to support the activity.

Program Development & Deliverables

Since approval of the CDBG-CV Budget in July, Community Development has put together program guidelines, collaborated with Neighborly Software to build out the online application platform, promoted the program to the non-profit community, and identified staff members to serve on the grant review committee. Community Development has also put together mandatory application workshops to be held prior to applications being released and will be working closely with subrecipients to ensure they comply with the grant requirements.

County Ordinance Compliance

The proposed grant program will help Community Development fulfill its mission of “administering grants from the U.S. Department of Housing and Urban Development to improve low-income neighborhoods” (RCC Article V, Division 2, Section 2-130 a).

This request does not require an ordinance amendment.

Benefits to Residents & County Services

Throughout the pandemic, Council has taken positive steps to provide relief to LMI households to alleviate their COVID-related financial hardships. Examples of such relief programs are the Emergency Rental Assistance Program offered to renter households and the COVID-19 Pandemic Relief Grants offered to small businesses and nonprofits in 2020. The grant program proposed here will extend that relief to help sustain the non-profits who carry out essential services to the residents of Richland County to prevent, prepare, and respond to Coronavirus.

Alternatives & Risks

We considered three alternatives:

- Option 1 (recommended) – Approve the proposed grant program as presented. This option would allow the County to help support non-profits in their efforts to provide a multitude of different public services to the residents of Richland County. This will also provide the County an opportunity to expend CDBG-CV funds for pandemic relief according to HUD requirements.
- Option 2 – Do not approve the rollout of the public service grant applications. This option would require Community Development to find other ways to spend the CDBG-CV funds. Depending on the dollar amount, if any changes are made at this point, the County would need to submit a substantial amendment, requiring another 30-day public comment period and a public hearing.

Previous Council Action

- Coronavirus Ad Hoc Committee – 4/16/2020 meeting minutes
- Coronavirus Ad Hoc Committee – 7/28/2020 meeting minutes
- County Council – 7/13/2021 special called meeting minutes

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Coronavirus Ad Hoc Committee – 4/16/2020 meeting minutes
2. Coronavirus Ad Hoc Committee – 7/28/2020 meeting minutes
3. County Council – 7/13/2021 special called meeting minutes



6. **Updated CDBG Allocation** – Mr. Voignier stated they have discovered, through the request of Council, we have received an additional allocation of \$957,993, specifically for COVID-19, through CDBG. In addition to uncommitted balances for the County’s CDBG 2019 and 2020 funding, through the County’s regular CDBG allocation, we are recommending to utilize \$2.8M, of CDBG funding, to include those allocations to aid in the County’s response to COVID-19.

Mr. Livingston stated, for clarification, you adding that to the current available amount to get the \$2.8M.

Mr. Voignier responded the \$2.8M includes the CDBG-CV allocation, as well as uncommitted balances.

Ms. Powell stated we have clawed back the previous recommendation to reallocate funds that were assigned to two (2) Council projects. Since we have the additional CDBG-CV funds, we do not see a need to do that, at this time, unless Council’s will is otherwise.

Mr. Livingston stated, for clarification, that is the project on Broad River and a project in Ms. D. Myers’ district.

Ms. Powell responded it is a park for Atlas Road.

Ms. D. Myers moved, seconded by Ms. Newton, to accept staff’s recommendation to increase the CDBG COVID-19 funding by \$957,919, as outlined by staff, for a total of \$2.8M.

In Favor: Livingston, McBride, Newton, Myers and Walker

The vote in favor was unanimous.

Ms. D. Myers requested a standard meeting time be set for the Coronavirus Ad Hoc Committee.

Mr. Livingston stated he would have the Clerk to send something out to garner the committee members’ availability.

Ms. McBride stated in the document there were allowable uses the CDBG funds, and then there were usages that were not allowable. She noted that the only area we are likely using is to provide capital assistance for jobs and food services. There is an area for diagnostic testing and treatment, but we have not addressed those issues, as a committee, and she is sure they are already coming up, in terms of what we are going to do about that. As we move forward, we need to begin to move into another state, in terms of how Richland County will address these areas of testing, and the availability of funds.

Mr. Livingston read an excerpt from the letter stating the County would be getting additional funds.

“As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low and moderate income persons, and the development of partnerships between all levels of government, including private non-profits.”

She noted that Richland County was not included for immediate testing, and we have the highest number of coronavirus cases in the State, yet we were excluded.

Mr. Jackson noted the area with the highest number of positive cases, based on zip code, is the area that he resides in.

7. **Adjournment** – The meeting adjourned at approximately 4:25 PM.

Coronavirus Ad Hoc Committee
April 16, 2020



The vote in favor was unanimous.

Ms. Newton inquired if the Coronavirus Blue Ribbon Committee was going to be discussed during this meeting.

Mr. Brown and Mr. Livingston both indicated that it would not be addressed at this meeting.

Mr. Malinowski

3. **Adoption of Agenda** – Ms. Myers moved, seconded by Ms. Newton, to adopt the agenda as published.

In Favor: McBride, Livingston, Myers and Newton

The vote in favor was unanimous.

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Coronavirus Ad Hoc Committee
July 28, 2020

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- a. Clerk’s Office Personnel – This item was taken up in Executive Session.

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- b. EMS – Ambulance Purchase
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- d. Department of Public Works – Stormwater NPDES Consultant
- e. Alvin S. Glenn Detention Center –HVAC Maintenance
- f. Community Planning & Development – CDBG/CV FY21 Action Plan Substantial Amendment
- g. Community Planning & Development – 2021-2022 Annual Action Plan
- h. Community Planning & Development – Saint Bernard Project

Ms. Newton moved, seconded by Mr. Pugh, to approve the consent items.

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

Not Present: McBride and J. Walker

The vote in favor was unanimous.

Ms. Newton moved, seconded by Mr. Malinowski, to reconsider the consent items, with the exception of those that require additional readings.

In Favor: Malinowski

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

Not Present: McBride and J. Walker

**Special Called Meeting
July 13, 2021**