

# **RICHLAND COUNTY**

## **SPECIAL CALLED**

### **AGENDA**



**TUESDAY MAY 14, 2024**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2024-2025



Deirrek Pugh  
District 2  
Vice Chair



Jason Branham  
District 1



Gretchen Barron  
District 7



Yvonne McBride  
District 3



Paul Livingston  
District 4



Allison Terracio  
District 5



Don Weaver  
District 6



Overture Walker  
District 8



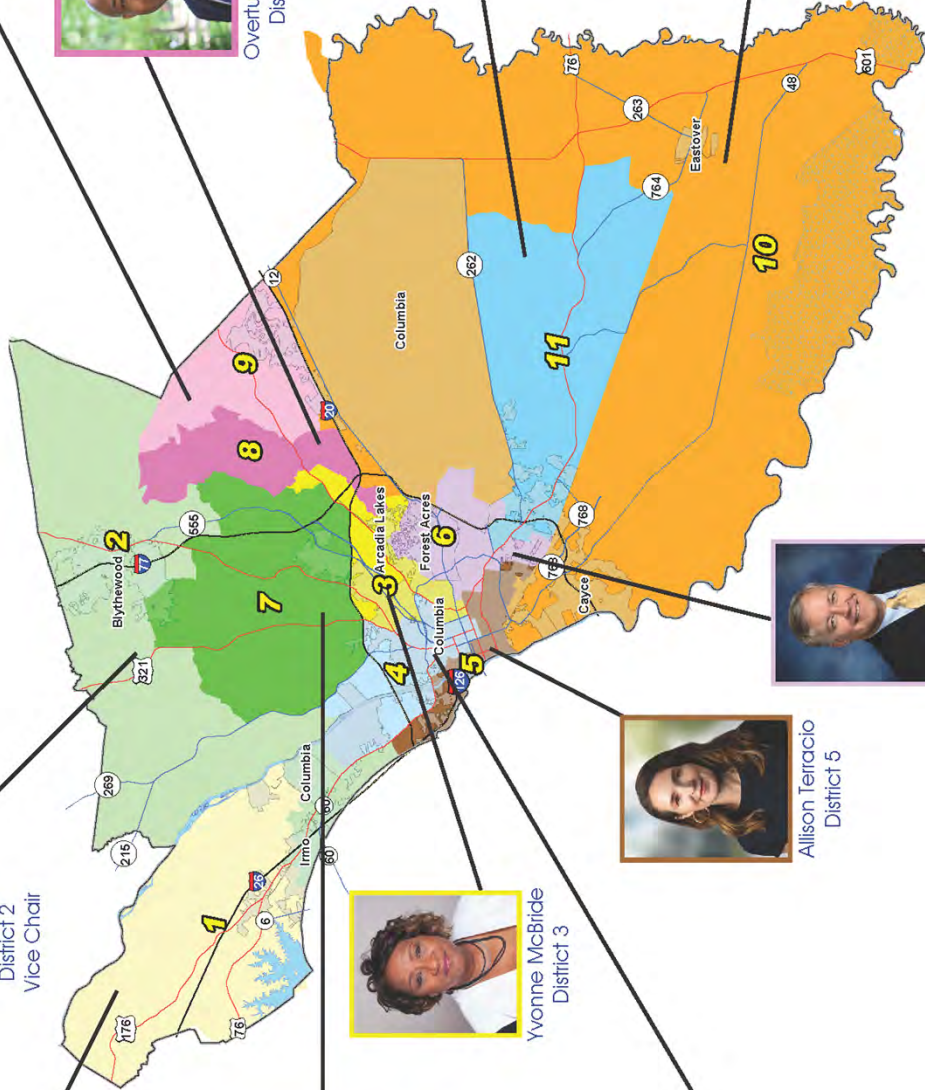
Chakisse Newton  
District 11



Cheryl English  
District 10



Jessica Mackey  
District 9  
Chair





**Richland County  
Special Called**

**AGENDA**

May 14, 2024 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Jesica Mackey, Chair  
Richland County Council

  - a. ROLL CALL
2. **INVOCATION**

The Honorable Gretchen Barron
3. **PLEDGE OF ALLEGIANCE**

The Honorable Gretchen Barron
4. **PRESENTATION OF RESOLUTIONS**

The Honorable Jesica Mackey

  - a. A Resolution Recognizing Dr. Ronald Rhames,  
President of Midlands Technical College, for his years  
of service and upcoming retirement
  - b. A Resolution Honoring National Law Enforcement  
Week, May 12-18, 2024
5. **PRESENTATION OF PROCLAMATIONS**

The Honorable Gretchen Barron  
The Honorable Jason Branham  
The Honorable Allison Terracio  
The Honorable Don Weaver  
The Honorable Jesica Mackey  
The Honorable Cheryl English  
The Honorable Chakisse Newton

  - a. A Proclamation recognizing the United States Tennis  
Association of South Carolina and Columbia Tennis  
Association of Richland County
6. **APPROVAL OF MINUTES**

The Honorable Jesica Mackey

  - a. Regular Session: May 7, 2024 [\[PAGES 9-14\]](#)
7. **ADOPTION OF AGENDA**

The Honorable Jesica Mackey
8. **REPORT OF THE ATTORNEY FOR EXECUTIVE  
SESSION ITEMS**

Patrick Wright,  
County Attorney

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

**9. CITIZEN'S INPUT**

The Honorable Jesica Mackey

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

**10. CITIZEN'S INPUT**

The Honorable Jesica Mackey

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

**11. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

- a. Updates for Consideration [\[PAGES 15-26\]](#)
  - 1. Property Purchase - W/S Congaree Rd., Gadsden, SC 29052, 1.25 Acre portion of TMS #R32500-01-19

**12. REPORT OF THE CLERK OF COUNCIL**

Anette Kirylo,  
Clerk of Council

- a. Strategic Planning Forum Update

**13. REPORT OF THE CHAIR**

The Honorable Jesica Mackey

**14. APPROVAL OF CONSENT ITEMS**

The Honorable Jesica Mackey

- a. Case #24-006MA  
Sam Reynolds  
OS to R2 (.04 Acres)  
Windermere Village  
TMS #R20510-02-03 (portion of) [THIRD READING]  
[\[PAGES 27-28\]](#)

**15. SECOND READING ITEMS**

The Honorable Jesica Mackey

- a. Authorizing the imposition of a one percent (1%) Transportation Sales and Use Tax within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; determining (I) the categories of projects to be funded with the tax, (II) the maximum time for imposition of

the tax, and (III) the estimated capital costs of the projects; directing the Board of Voter Registration and Elections of Richland County to conduct a county-wide referendum on the imposition of the tax and the issuance of General Obligation Bonds; prescribing the contents of the ballot questions; and other related matters [\[PAGES 29-41\]](#)

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Silver Hills Huger LLC; and other related matters [\[PAGES 42-64\]](#)
- c. An Ordinance Amending Chapter 17, Motor Vehicles in Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, through truck traffic prohibited; so as to include Clearwater Road, Crestwood Road, and Edgewater Drive [\[PAGES 65-67\]](#)
- d. An Ordinance Amending Chapter 12, Solid Waste, Recycling, and Public Sanitation; Article VII, Enforcement; Section 12-66, Penalties; so as to amend the language therein [\[PAGES 68-70\]](#)

**16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. A Resolution certifying property located at 8911 Farrow Road as an abandoned building site pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67 of the Code of Laws of South Carolina, 1976, as amended [\[PAGES 71-73\]](#)

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

The Honorable Gretchen Barron

- a. Notification of Appointments
  - 1. Accommodations Tax Committee - Four (4) Vacancies (ONE applicant must have a background in the lodging industry, TWO applicants must have a background in the hospitality industry, and ONE applicant must have a cultural background)
    - a. Raquel Felder (\*Applicant also applied for the Hospitality Tax Committee)
  - 2. Hospitality Tax Committee - Four (4) Vacancies (TWO applicants must be from the Restaurant Industry)
    - a. Raquel Felder (\*Applicant also applied for the Accommodations Tax Committee)

3. Historic Columbia Board - Two (2) Vacancies

- a. Nicole Cooke
- b. Dexter Harrison
- c. Kimberly Corley McLeod
- d. Church Heyward \*(Incumbent)
- e. Deborah Douglas

4. Planning Commission - Two (2) Vacancies

- a. Beverly Frierson \*(Incumbent)
- b. Lakesha McKelvey
- c. Terrence Taylor \*(Incumbent )

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

The Honorable Overture Walker

- a. Penny Matters: Duration, Amount and Allocation to Categories [\[PAGE 74\]](#)

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

The Honorable Allison Terracio

- a. Affordable Housing Fundamentals [\[PAGE 75\]](#)

**20. OTHER ITEMS**

The Honorable Jesica Mackey

- a. FY24 - District 2 Hospitality Tax Allocations [\[PAGES 76-77\]](#)
  - 1. Kicking it With Dads - \$3,650
- b. FY24 - District 4 Hospitality Tax Allocations [\[PAGES 78-79\]](#)
  - 1. Black Pages International - \$5,000
  - 2. SC Juneteenth Freedom Festival - \$5,000
  - 3. Columbia Classical Ballet - \$5,000
- c. FY24 - District 8 Hospitality Tax Allocations [\[PAGES 80-81\]](#)
  - 1. Black Pages International - \$10,000
  - 2. Kicking it With Dads - \$1,500

**21. EXECUTIVE SESSION**

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

Patrick Wright,  
County Attorney

**22. MOTION PERIOD**

**23. ADJOURNMENT**

The Honorable Jesica Mackey



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





Richland County Council  
Regular Session  
**MINUTES**  
May 7, 2024 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

NOT PRESENT: Yvonne McBride

OTHERS PRESENT: Michelle Onley, Aric Jensen, Leonardo Brown, Anette Kirylo, Stacey Hamm, Susan O’Cain, Dale Welch, Ashiya Myers, Kyle Holsclaw, Angela Weathersby, Andrew Haworth, Tamar Black, Patrick Wright, Michael Maloney, Ashley Fullerton, Judy Carter, Jackie Hancock, Jennifer Wladischkin, Chelsea Bennett, Maddison Wilkerson, Lori Thomas, Tish Gonzales, Michael Byrd, John McKenzie, Quinton Epps, Syndi Castelluccio, Shirani Fuller, Bill Davis, Peter Cevallos, Crayman Harvey, Darlene Gathers, Thomas Gilbert, Brittney Terry-Hoyle, John Thompson, Marget Jones, Pamela Green, LaSasha Breland, Dante Roberts, and Sandra Haynes

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Gretchen Barron.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Gretchen Barron.
4. **RESOLUTIONS**
  - a. A Resolution Honoring “National Public Works Week” – May 19-25, 2024 – Mr. Walker read the resolution into the record.
  - b. A Resolution Recognizing Robin Waites, Executive Director – Historic Columbia – Ms. Mackey read the resolution into the record.

Ms. Barron and Mr. Livingston expressed their appreciation for Ms. Waites's leadership at Historic Columbia.

- c. A Resolution Honoring Richland County Correctional Officers Weeks, May 5 – 11, 2024—Ms. Susan O’Cain, Public Information/Communications Director, read the resolution into the record.  
Mr. Pugh, Ms. Barron, and Ms. English expressed their appreciation for Detention Center Director Crayman Harvey and the Alvin S. Glenn Detention Center staff.
- d. Ratification of a Resolution Recognizing Benedict College’s 35<sup>th</sup> Annual Harambee Festival
- e. Ratification of a Resolution Recognizing James T. McLawhorn, Jr.
- f. Ratification of a Resolution Recognizing April 28 - May 4, 2024, as Small Business Week

Ms. Newton moved to approve Items 4(a) – 4(f), seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

5. **APPROVAL OF MINUTES**

- a. Regular Session: April 16, 2024
- b. Zoning Public Hearing: April 23, 2024

Mr. Livingston moved to approve the minutes as distributed, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Mr. Branham requested to defer Items 13(c) and 16(a) to the June 6, 2024 Council meeting.

Mr. Branham moved to adopt the agenda as amended, seconded by Mr. Weaver.

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

Not Present: McBride

The vote in favor was unanimous.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)**

- a. 3650 Bluff Road Property Acquisition Update [Pursuant to S.C. Code Sec. 30-4-70(a)(2)]
- b. Personnel Matter: Discussion & Legal Advice Concerning Duties of the County Administrator [Pursuant to S.C. Code Sec. 30-4-70(a)(1) and (2)]
- c. Offer to Purchase: 1221 Gregg Street, Columbia, SC 29201, TMS #R11406-16-16 and TMS #R11406-16-17 and adjacent property 1306 Barnwell Street, Columbia, SC 29201, TMS #R11406-16-26 [Pursuant to S.C. Code Sec. 30-4-70(a)(2)]
- d. Randolph v. Richland County [Pursuant to S.C. Code Sec. 30-4-70(a)(2)]

8. **CITIZENS' INPUT**

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

9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
  - 1. Alonzo Haynes, Jr., 1849 Willowby Street, Columbia, SC 29223 – spoke regarding the East Richland Public Service District and drainage issues on his property.
  - 2. Diane Wiley, 4036 Webb Court, Columbia, SC 29204 – spoke about abandoned buildings and the ditches flooding around her property.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration

- 1. *Alvin S. Gleen Detention Center – April 23<sup>rd</sup> Letter from South Carolina Department of Corrections (SCDC) Division Director of Jails Inspections* – Mr. Leonardo Brown, County Administrator, read into the record a portion of the letter from the South Carolina Department of Corrections.

“The amount of change and progress toward improvements for the inmates and staff were apparent. The renovations of living conditions, health and hygiene along with security upgrades being conducted and already completed were impressive. There is a definite difference being made and the facility is certainly on the right track. The improvements already completed, along with the plan we saw in action will have a great impact on the public service that Alvin S. Glenn Detention Center provides the community going forward.

In closing, let me thank you and all those involved for the effort to allow us to come see the progress and for the hard work being put into security and safety of the Richland County Detention Center.”

Mr. Branham indicated this letter is objective, outside confirmation of the good work that Director Harvey and the County Administrator are doing. He hopes the media and the public take note of this letter.

2. *Community Planning & Development – Conservation Division – Forestry Stewardship Plan* – Assistant County Administrator Aric Jensen stated the Conservation Division has been working on this for a long time, culminating in this plan. He noted that a forestry management plan includes cutting and replanting trees. We want to ensure the public knows we are doing this with professionals and is part of a plan.

b. Administrator’s Nomination: (Items in this section require action that may prejudice the County’s interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance))

1. *County Utilities – 7525 Broad River Road Easement Relocation Open Agreement for Western Lane* – Mr. Brown noted there is an existing easement associated with access to 7525 Broad River Road and the Richland County Utilities (RCU) administrative office. The current easement conflicts with the development of the surrounding properties. EP Realty desires to improve access for the entire tract with the proposed easement relocation option agreement (EROA). Execution of the agreement will ensure continued and improved access for the RCU staff and customers as well as allow EP Realty to develop the new parcels identified. He indicated staff is recommending approval of this item.

Mr. Walker moved to approve staff’s recommendation, seconded by Mr. Pugh.

Ms. Barron inquired about what is being developed in this area.

Mr. Bill Davis, Utilities Director, stated he did not know if it would be appropriate for him to discuss EP Realty’s plans publicly.

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

Not Present: McBride

The vote in favor was unanimous.

2. *Updated Transportation Road Map* – Mr. Brown stated Council took action as a body on the Transportation Road Map; therefore, since there has been an update to the document, he felt it appropriate to bring it back to Council for approval.

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

Ms. Terracio inquired if the “Transportation Road Map” is easily accessible on the County’s website.

Ms. Mackey replied that there is a public website for the Transportation Penny ([www.richlandpenny.com](http://www.richlandpenny.com)) and a webpage dedicated to the Transportation Road Map.

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

Not Present: McBride

The vote in favor was unanimous.

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

12. **REPORT OF THE CHAIR – MS. MACKKEY NOTED THAT** planning for the 2025 Strategic Planning Forum has begun. The Clerk of Council will email Council members regarding their availability and locations for said forum.

13. **OPEN/CLOSE PUBLIC HEARINGS**

a. An Ordinance authorizing the easements to Dominion Energy South Carolina, Inc. to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines; located on property owned by Richland County at 1364 Northpoint Blvd.; and as is more fully described herein – No one signed up to speak.

b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by adding Section 18-10, so as to prohibit the desecration of a gravesite, cemetery, or burial ground and to provide penalties – No one signed up to speak.

c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animal and Fowl – The public hearing was deferred to June 4, 2024.

14. **APPROVAL OF CONSENT ITEMS**

a. An Ordinance authorizing the easements to Dominion Energy South Carolina, Inc. to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines; located on property owned by Richland County at 1364 Northpoint Blvd.; and as is more fully described herein [THIRD READING] – Ms. Barron moved to approve this item, seconded by Mr. Pugh.

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

Not Present: McBride

The vote in favor was unanimous.

- b. Case #24-006MA, Sam Reynolds, OS to R2 (.04 Acres), Windermere Village, TMS #R2051-02-03 (portion of) [SECOND READING] – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

- c. Amendment to Chapter 17, Section 9 – Through Truck Traffic Prohibited [FIRST READING] – Ms. Terracio moved to approve this item, seconded by Ms. English.

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

Not Present: McBride

The vote in favor was unanimous.

### 15. **THIRD READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by adding Section 18-10, so as to prohibit the desecration of a gravesite, cemetery, or burial ground and to provide penalties – Ms. Barron moved to approve this item, seconded by Ms. Terracio.

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

Not Present: McBride

The vote in favor was unanimous.

### 16. **SECOND READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl – This item was deferred to the June 4, 2024 Council meeting.

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

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

Not Present: McBride

The vote in favor was unanimous.

### 17. **FIRST READING ITEMS**

- a. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2024 through June 30, 2025. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2024 and ending June 30, 2025 [BY TITLE ONLY] – Ms. English moved to approve this item, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

- b. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2024 through June 30, 2025 [BY TITLE ONLY] – Ms. Newton moved to approve this item, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

### 18. **REPORT OF THE DEVELOPMENT & SERVICES COMMITTEE**

- a. I move that the administrator look at the illegal dumping ordinance and state law and investigate the incorporation of a community service element in the penalty for illegal dumping, as well as look into the possibility of levying a higher penalty for businesses that engage in illegal dumping, including the potential

revocation or suspension of their business license, also incorporating an escalation schedule based on the weight of the material illegally dumped and whether the individual or business is a repeat offender within a twelve-month period [BRANHAM and ENGLISH – February 26, 2024] [FIRST READING] – Ms. Newton stated the committee recommended to adopt the ordinance.

Mr. Branham stated one of the things we discussed in committee was the amount of the fines. As drafted, the dollar amounts were higher than the State statute.

Mr. Brown indicated the committee recommended the fines not exceed the State statute. The draft ordinance included in the agenda packet does not include the revised language.

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

Opposed: Branham

Not Present: McBride

The vote was in favor.

## 19. **REPORT OF THE ADMINISTRATION & FINANCE COMMITTEE**

- a. Department of Public Works – Engineering Division – Summit Parkway/Summit Ridge Budget Increase – Mr. Walker stated the committee recommended approval of the change order contingent upon completion of the punch list. The funds will not be released until final completion of the project has been achieved. The overage amount is \$175,000, which will come from Road Maintenance funds.

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

Not Present: McBride

The vote in favor was unanimous.

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

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

Not Present: McBride

The motion for reconsideration failed.

- b. Department of Public Works – Jim Hamilton-LB Owens Airport – Award of Fixed-Base Operator Contract – Mr. Walker moved to refer this item back to the committee, seconded by Mr. Livingston.

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

Not Present: McBride

The vote in favor was unanimous.

## 20. **OTHER ITEMS**

- a. FY24 – District 1 Hospitality Tax Allocations (South Carolina Ballet - \$5,000)
- b. FY24 – District 2 Hospitality Tax Allocations (Ridgeview HS Blazer Twilight - \$2,500)
- c. FY24 – District 6 Hospitality Tax Allocations (South Carolina Ballet - \$3,000)
- d. FY24 – District 8 Hospitality Tax Allocations (Ridgeview HS Blazer Twilight - \$5,000, Columbia Classical Ballet - \$5,000, Columbia Music Festival Association - \$5,000)
- e. FY24 – District 9 Hospitality Tax Allocations (Black Pages International - \$5,000)
- f. FY24 – District 10 Hospitality Tax Allocations (Town of Eastover - \$10,000, Black Pages International - \$5,000)
- g. FY24 – District 11 Hospitality Tax Allocations (Black Pages International - \$5,000)

Ms. Newton moved to approve Items 20(a) – 20(g), seconded by Ms. Terracio.

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

Not Present: McBride

The vote in favor was unanimous.

Mr. Pugh moved to reconsider Items 20(a) – 20(g), seconded by Ms. Barron.

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

Not Present: McBride

The motion for reconsideration failed.

21. **EXECUTIVE SESSION**

Mr. Walker moved to go into Executive Session, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

*Council went into Executive Session at approximately 7:07 PM  
and came out at approximately 7:34 PM*

Mr. Pugh moved to come out of Executive Session, seconded by Ms. English.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Mackey indicated council entered into executive session to discuss the below listed items and no action was taken in Executive Session.

- a. 3650 Bluff Road Property Acquisition Update [Pursuant to S.C. Code Sec. 30-4-70(a)(2)] – No action was taken.
- b. Personnel Matter: Discussion & Legal Advice Concerning Duties of the County Administrator [Pursuant to S.C. Code Sec. 30-4-70(a)(1) and (2)] – No action was taken.
- c. Offer to Purchase: 1221 Gregg Street, Columbia, SC 29201, TMS #R11406-16-16 and TMS #R11406-16-17 and adjacent property 1306 Barnwell Street, Columbia, SC 29201, TMS #R11406-16-26 [Pursuant to S.C. Code Sec. 30-4-70(a)(2)] – No action was taken.
- d. Randolph v. Richland County [Pursuant to S.C. Code Sec. 30-4-70(a)(2)] – No action was taken.

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

23. **ADJOURNMENT** – Ms. Terracio moved to adjourn the meeting, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:35 PM.

7

**RICHLAND COUNTY  
ADMINISTRATION**

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



## Report of the County Administrator

*Special Called – May 14, 2024*

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### UPDATES FOR CONSIDERATION:

PROPERTY PURCHASE – W/S CONGAREE RD, GADSDEN, SC, 29052, 1.25-ACRE PORTION OF TMS# R32500-01-19

### ATTACHMENTS:

1. Informational Briefing: Property Purchase - W/S Congaree Rd, Gadsden, SC, 29052, 1.25-acre portion of TMS# R32500-01-19



**Informational Agenda Briefing**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	
<b>Contributor:</b>	Aric Jensen	<b>Title:</b>	Assistant County Administrator
<b>Date Prepared:</b>	April 24, 2024	<b>Meeting Date:</b>	May 14, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Special Called		
<b>Subject:</b>	Southeast Water Tank Property Purchase – TMS#R32500-01-19		

At its November 01, 2022 Regular Session meeting, County Council approved the design and construction for a new elevated water tank for the southeast Richland County area to address existing and future customer needs and provide redundancy for the existing water tank in the lower Richland area.

The County has entered into a contract to purchase approximately 1.25 acres from the Gadsden Community Club, a non-profit located adjacent to the existing City/County Fire Station #19 on Gadsden Community Center Rd, near the intersection of Congaree Rd and Cartin St. This property is ideally located to provide water for the fire department and increases the capacity of the water system.

Richland County policy allows for and anticipates that goods and property that are less than \$100,000 in cost will be approved and procured by the County Administrator. However, this informational briefing is to ensure the property acquisition is included in the public record.

<b>Closing Date:</b>	July 30, 2024
<b>Price:</b>	\$20,000
<b>Associated fees:</b>	±\$2,000 (closing); \$2,000 (agent)
<b>Property Address</b>	W/S Congaree Rd, Gadsden, SC, 29052
<b>Seller:</b>	Gadsden Community Club
<b>Parcel:</b>	1.25-acre portion of TMS# R32500-01-19 (option 3 on the attached map)
<b>Council District</b>	District 10

**ATTACHMENTS:**

1. Aerial map
2. Purchase contract



# Gadsden Community Center Property

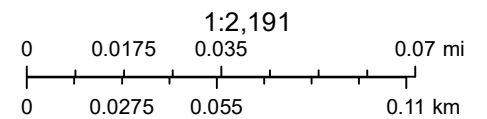
Attachment 1



December 28, 2023

## Address Points

- |  |                    |  |                    |
|--|--------------------|--|--------------------|
|  | PlaceholderAddress |  | Retired            |
|  | Field Check        |  | Proposed           |
|  | Final              |  | VerifyWithPlanning |
|  | Reassign           |  | Parcels            |



Richland County  
 Richland County & Eagle View





# CONTRACT OF SALE LOTS / ACREAGE



**THE BUYER  SELLER  IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.**  
*BUYER SHOULD CONSULT WITH APPROPRIATE GOVERNMENT AGENCIES AND PRIVATE-SECTOR FIRMS CONCERNING LENGTH OF TIME REQUIRED FOR ANY STUDIES, INSPECTIONS, SURVEYS, EXAMINATIONS OR TESTS OF THE SUBJECT PROPERTY BEFORE MAKING AN OFFER.*

1. **PARTIES:** This Contract of Sale is entered into on April 12, 2024  
between Buyer(s) Richland County (hereinafter called "Buyer"),  
and Seller(s) Gadsden Community Club (hereinafter called "Seller").

BUYER (Initials [Signature] |     ) Date 4.15.2024 acknowledges receipt of the South Carolina Disclosure of Brokerage Relationships form, and Client  Customer  service in this transaction.

SELLER (Initials [Signature] | RJA) Date      acknowledges receipt of the South Carolina Disclosure of Brokerage Relationships form, and Client  Customer  service in this transaction.

2. **PROPERTY:** Seller agrees to sell and Buyer agrees to buy the following Lot or Parcel of Land (acreage), hereafter referred to as the "Property", with any improvements and fixtures thereon: (Utilize one of the options below.)

A. SALE OF A LOT

Lot      Block      Phase      Subdivision None  
Address W/S Congaree Road City Gadsden Zip 29052  
TMS# R32500-01-19 County of Richland, South Carolina.

OR

B. SALE OF A PARCEL OF LAND (ACREAGE)

That Parcel of land being approximately 1.25 acres as shown in Plat Book      Page      or as recorded in the Register of Deeds office at Book      Page      TMS# R32500-01-19 County of Richland, South Carolina.

A copy of a plat  is attached for reference  is not attached.

3. **PRICE:** (Select only one of the following) The purchase price is: \$ 20,000.00  
OR  
\$      per      (acre, sq.ft., or front ft.)

4. **EARNEST MONEY:**

A. \$      Earnest money is paid by:  Check  Cash  Other     

B. \$      Additional earnest money (hereinafter referred to as earnest money) to be delivered on or before     .

C. Earnest money to be held in trust by      (Escrow Agent).

D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest

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BUYER (Initials [Signature] |     ) Date 4.15.2024

SELLER (Initials [Signature] | RJA) Date 4-17-24

Taylor Realty LLC, 8012 Garnes Ferry Road Columbus SC 29209  
Yelanda Taylor

Phone: (803) 432-2226 Fax: (803) 403-9898  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

Leonardo Brown,

to Escrow Agent as consideration for the expenses incurred in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-57-136 (E). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs. The court may also award the prevailing parties treble damages (defined as three times the amount of Earnest Money) for wrongfully refusing to release Earnest Money.

5. **TRANSACTION COSTS:** Buyer's Transaction Costs include, but are not limited to, all closing costs, pre-paid items, insurance (mortgage, lender/owner title, flood, hazard), discount points, all costs to obtain information from or pertaining to any owners association, interest, title fees, fees, and expenses of Buyer's attorney, deed recording costs, and the cost of any inspector, appraiser, or surveyor. Seller's Transaction Costs include but are not limited to deed preparation, deed stamps/tax, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens, property taxes pro-rated to the day of closing, real estate brokerage fees, and expenses of Seller's attorney.

Buyer's and Seller's Transaction Costs will be paid at closing as follows: (Select, initial and date only one of the options below)

A. BUYER (Initials JK | JK) Date 4-15-2024 SELLER (Initials JK | RZA) Date 4-17-24 Buyer will provide or pay for all Buyer's Transaction Costs and Seller will provide or pay for all Seller's Transaction Costs

OR

B. BUYER (Initials \_\_\_\_\_ | \_\_\_\_\_) Date \_\_\_\_\_ SELLER (Initials \_\_\_\_\_ | \_\_\_\_\_) Date \_\_\_\_\_ Seller will pay Buyer's Transaction Costs not to exceed \$ \_\_\_\_\_ Buyer is responsible for any Buyer's Transaction Costs exceeding this amount. If the amount Seller has agreed to pay toward Buyer's Transaction Costs exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all Seller's Transaction Costs.

6. **TAP FEES:** If Property is, or can be, connected to public/community water and/or sewer systems, tap fees, or tap certificate fees, are to be paid by Buyer  Seller  or As Follows : \_\_\_\_\_

7. **ROLL BACK TAXES:** If applicable, roll-back taxes will be paid by the Buyer  Seller , or As Follows : \_\_\_\_\_

NOTE: Roll-back taxes are levied when real property, which is in agricultural use, is subsequently applied to a use other than agricultural, such as residential, commercial, or industrial. By default, the county bills these taxes to the Party requesting the change in use. Contact the applicable County Tax Assessor for calculation of the amount of roll-back taxes.

8. **FINANCING:** Buyer's obligation under this Contract is  is not  contingent on Buyer obtaining financing. Buyer and Seller acknowledge that all financing contingencies herein automatically expire five (5) Business Days prior to and not including the closing date set forth in Paragraph 9, and this Contract will become non-contingent on financing unless otherwise agreed to in writing. If Buyer subsequently fails to close because of the inability to obtain financing, the Buyer will be in default of this Contract and earnest money will be released to Seller. See Paragraph 4(D).

BUYER (Initials JK | JK) Date 4-15-2024 SELLER (Initials JK | RZA) Date 4-17-24

A. **FINANCING TYPE.** Financing type will be: Conventional  Seller  Cash (no financing required)  Other  n/a \_\_\_\_\_

Buyer or Buyer's Agent will immediately notify Seller or Seller's Agent if financing type changes. If the change in financing type modifies the terms of this Contract, then Seller will have the option of agreeing to the change or voiding this Contract. If Seller elects to void the Contract due to the change in financing, earnest money will be released to the Buyer. See Paragraph 4(D).

B. **APPLICATION FOR FINANCING.** If Lender financing is being used, Buyer will have five (5) Business Days from the date of Contract acceptance to apply for financing from Lender of their choice. Application will include advancement of any funds required by Lender and providing Lender's identity to Seller or Seller's Brokers. Buyer will also furnish Lender all documentation required for the processing of this loan in a diligent and timely manner.

1. Should Buyer fail to apply for the loan within five (5) Business Days, Buyer will be in default of this Contract and Seller will have the option of voiding this Contract with earnest money being released to Seller. Should the loan be denied while subject to a financing contingency, Contract will be voided and earnest money will be released to Buyer. See Paragraph 4(D).

BUYER (Initials JK | JK) Date 4-15-2024 SELLER (Initials JK | RZA) Date 4-17-24



2. If loan is rejected by initial lender or subsequent lenders, Buyer or Buyer's Agent must give written notice of each occurrence to the Seller or Seller's Agent immediately, and Seller will then have the option of continuing with or voiding the Contract. If Seller elects to void the Contract, the earnest money will be released to Buyer, provided it is not within (5) business days prior to closing. See Paragraph 4(D).

3. If Buyer elects to make any material change to their financial condition after Contract acceptance that negatively affects their ability to close the transaction, Buyer will be in default and earnest money will be released to Seller. See Paragraph 4(D).

4. Buyer gives permission to Lender to disclose any allowable pertinent information concerning Buyer's loan to any attorney representing Buyer or Seller and to the Buyer's and Seller's Brokers.

C. SELLER FINANCING. If Seller financing is included in the financing of this Property, Buyer's and Seller's Brokers make no representations as to the creditworthiness of Buyer and suggest that Seller determine whether Buyer's credit is satisfactory. The terms of Seller financing should be noted in Paragraph 16 of this Contract or in a separate Addendum to this Contract.

D. CASH TRANSACTION. In a cash transaction, Buyer agrees to provide Seller or Seller's Broker, within five (5) Business Days of acceptance of this Contract, written verification of availability of funds from the source(s) of those funds. If Buyer fails to comply with the above requirement, Seller will have the option of voiding this Contract and earnest money will be released to Seller. See Paragraph 4(D).

E. APPRAISAL CONTINGENCY. This Contract is  is not  contingent on lot or parcel with building and improvements thereon, if any, appraising according to Lender's appraisal, or other appraisal as agreed by Buyer and Seller for non-Lender financed transactions, for the selling price or more. If contingent, and lot or parcel with building and improvements thereon appraises for less than the selling price, the Buyer will have three (3) business days after notification of the results of the appraisal to proceed with the consummation of this sale without regard to the appraised value or attempt to renegotiate this Contract. If after the three (3) business day period, the Parties are unable to reach agreement on a renegotiated Contract, either party can terminate this Contract by providing written notification to the other. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D).

F. SELLER'S MORTGAGE PAYOFF. SELLER (Initials RLC) Date 4-17-24 Seller gives permission to Closing Attorney to obtain Seller's mortgage payoff information.

9. CONVEYANCE DATE OF CLOSING/POSSESSION: Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules, and regulations. Seller agrees to convey by marketable title and to have a general warranty deed prepared, if applicable, free of encumbrances, except as herein stated. The deed will be prepared in the name(s) of Richland County, or as otherwise stipulated by Buyer, and delivered to stipulated place of closing. The deed will be held in trust by the Closing Attorney until sales proceeds have been disbursed to Seller, at which time the Closing Attorney shall be authorized to record the deed. This transaction will be closed on or before July 30, 2024, unless extended pursuant to Paragraph 9(B) or by mutual agreement.

A. Unless otherwise agreed to in writing, the Seller will give possession at closing, subject to tenant's rights or property management agreements which must be disclosed prior to Contract acceptance. In the event this Contract does not close, any improvements to the Property made by the Buyer will accrue to the benefit of the Seller. Seller will remove, by the date possession is given to Buyer, all personal property which is not part of the purchase.

B. If Buyer has provided written loan commitment without additional conditions, or in a cash transaction Buyer has met the terms and conditions of Paragraph 8(D), but has not closed within the stipulated time limit of this Contract, both Parties agree to extend this Contract for a period not to exceed five (5) Business Days from the original closing date.

10. RIGHT OF BUYER TO INSPECT/ RE-INSPECT PROPERTY & DUE DILIGENCE PERIOD:  
(If Property being sold "As-Is" proceed to Paragraph 11 PROPERTY SOLD "AS-IS")

A. DUE DILIGENCE PERIOD INSPECTIONS: Buyer will have until 5  a.m.  p.m. on July 1, 2024 to conduct, at Buyer's sole expense, whatever non-destructive inspections, studies, surveys, examinations, and testing of the Property that Buyer deems appropriate and necessary to evaluate the suitability of the Property for Buyer's intended use. This may include, but is not limited to, surveying the Property to determine its boundaries/dimensions and the existence of any easements or encroachments; determining if Property is within a Special Flood hazard Area (flood zone); seeking zoning and building permit approvals; seeking appropriate approvals of any proposed building plans and specifications; reviewing any applicable government regulations and any existing covenants and restrictions; identifying environmental concerns including the presence of any special study areas, wetlands and environmental protection matters; determining the availability and cost of utilities; identifying the presence of any fringe land; assessing eligibility for a dock permit; evaluating whether the soil on the Property will support a septic system of a size and type desired by the Buyer, and determining the existence of any leases or encumbrances on the Property. Seller will make the

BUYER (Initials RLC) Date 4-15-2024 SELLER (Initials RLC) Date 4-17-24



Property accessible for all inspections and will have all utilities, if any, operational for the inspections, any re-inspections, appraisals, and final walk-through. Buyer, at Buyer's own expense, will also be allowed to perform a walk-through prior to closing, to confirm that the Property has been maintained in compliance with Paragraph 12, if applicable, and that any personal Property to be transferred or conveyed is on the premises. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages arising out of, or related to, the exercise of these rights and will repair any damages resulting from same.

B. DUE DILIGENCE PERIOD EXTENSION: Notwithstanding other provisions to the contrary, in the event an inspector, in a written report provided to Seller or Seller's Broker prior to the expiration of the Due Diligence Period, recommends any additional study, inspection or evaluation of any product, item or condition in the Property, or the results of any tests conducted cannot be completed or produced prior to the expiration of the Due Diligence Period, the Due Diligence Period may be extended by mutual agreement of Buyer and Seller through a written Addendum to this Contract. If Buyer and Seller cannot agree on an extension to the Due Diligence Period, then Buyer may proceed under the terms of Paragraph 10(C) based on available inspection reports or void this Contract and earnest money will be released to Buyer. See Paragraph 4(D).

C. EVALUATION OPTIONS: Buyer will have the following options during the Due Diligence Period:

1. Buyer can accept Property as evaluated.

2. If Buyer, in his sole discretion or as a result of any inspection, examination or test conducted, determines property to be unsatisfactory, Buyer may terminate this Contract by providing entire copies of all inspection reports, if any, and written notice of termination to Sellers or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed upon extension to this period and the earnest money will be released to Buyer. See Paragraph 4(D). If Buyer fails to give such notice prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligations to remedy, repair, or treat any defects or conditions affecting the Property and Buyer being obligated to proceed with the transaction in accordance with the terms of this Contract.

3. If Buyer requests Seller to correct any defects or conditions affecting the Property, Buyer must submit complete copies of any reports or studies identifying specific defects or conditions and a written request for corrective actions, signed by the Buyer, to Seller or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed extension to this period. If Buyer fails to submit applicable reports and request for corrective actions to Seller or Seller's Broker prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligation to remedy, repair, or treat any defects or conditions affecting the Property and Buyer will be obligated to proceed with the transaction in accordance with the terms of this Contract. If reports and request for corrective action are submitted within the Due Diligence Period and any extension, Buyer and Seller will then have five (5) Business Days from expiration of Due Diligence Period to negotiate the corrective actions to be taken by Seller, at Seller's expense, and sign the Addendum. If Buyer and Seller have not reached agreement on the Addendum by the end of this negotiation period:

- a. Buyer and Seller may mutually agree to extend the negotiating period through written Addendum to this Contract, or;
- b. Buyer will have two (2) business days after the end of the negotiation period, or any extension to the period, to accept Property "As-Is" in its current state with no repairs or replacements made by Seller by providing written notice to Seller or Seller's Broker, or;
- c. If the negotiating period is not extended and Buyer does not accept Property "As-Is" within the time frame prescribed in the above Paragraph, then either party can terminate this Contract by providing written notice of termination to the other and earnest money will be released to Buyer. See Paragraph 4(D). Seller's failure to respond to the request for corrective actions within the five (5) Business Day period will be deemed to be a refusal to correct existing defects and conditions.

11. PROPERTY SOLD "AS-IS": (If Selected, Terms of Paragraph 10 do not apply) (Initial and date only one of the options below if applicable)

A. BUYER (Initials DL | RJA) Date 4-15-2024 SELLER (Initials DL | RJA) Date 4-17-24

PROPERTY SOLD "AS-IS" WITH DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is" with any existing defects and conditions. Buyer will have until 5  a.m.  p.m. on 01-MAY-2024 to conduct, at Buyer's sole expense, whatever non-destructive inspections, studies, surveys, examinations, and testing of the Property that Buyer deems appropriate and necessary to evaluate the suitability of the Property for Buyer's intended use. Seller will have no obligation to correct any defects or conditions as a result of inspections. Buyer may proceed under the terms of this Contract or void this Contract by providing written notice to Seller or Seller's Broker, prior to the expiration of the Due Diligence Period, with the earnest money released to Buyer. See Paragraph 4(D). Failure to provide notice of voiding this Contract prior to the expiration of the Due Diligence Period will be deemed Buyer's acceptance of the Property in "As-Is" condition with no Seller repairs or replacements.

OR

B. BUYER (Initials \_\_\_\_\_ | \_\_\_\_\_) Date \_\_\_\_\_ SELLER (Initials \_\_\_\_\_ | \_\_\_\_\_) Date \_\_\_\_\_

PROPERTY SOLD "AS-IS" -NO DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is", Seller will not correct any defects or conditions, and Buyer elects not to have a Due Diligence Period. Buyer retains the right to inspect, study, survey, examine and test the Property but waives both the right to request Seller to correct any defects or conditions and the right to void this Contract based on inspection results.

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BUYER (Initials DL | RJA) Date 4-15-2024

SELLER (Initials DL | RJA) Date 4-17-24



12. **CONDITION OF PROPERTY:** All timber, dirt, minerals, and improvements, etc. shall remain with the Property and be part of the Property and be transferred to the Buyer. The Seller shall not remove any timber, dirt, minerals, and improvements or otherwise affect the condition of the Property after contract acceptance. During this same period, the Buyer shall make no alterations, excavations, remove any trees or conduct other such activities without prior written permission of the Seller. The Seller will not bring any trash, refuse, debris, medical or hazardous waste or other improper materials upon the Property. In the event any condemnation proceeding is brought by any governmental authority, agency, utility, etc. prior to the closing, then Buyer may elect to void this Contract and earnest money will be released to Buyer. See Paragraph 4(D).

Seller agrees to maintain the Property and all improvements thereon in similar condition until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief, there are no latent defects which would adversely affect the condition or value of the Property.

13. **OPTIONAL SELLER'S LOTS AND ACREAGE DISCLOSURE FORM:**

BUYER (Initials \_\_\_\_\_) Date \_\_\_\_\_ SELLER (Initials \_\_\_\_\_) Date \_\_\_\_\_ The Central Carolina REALTORS Association has created an Optional Seller's Lots and Acreage Disclosure Form that may be used to help facilitate discussion and negotiation of this contract. While this form is not required by state law, the form is available for use through your real estate professional.

14. **PROPERTY REPRESENTATIONS AND ACKNOWLEDGEMENTS: (Buyer to complete Paragraphs A-D, and Seller to confirm)**

Buyer's and Seller's Brokers strongly recommend Buyer review existing Property documentation to include the most current plat, any Covenants and Restrictions, and the optional Lots and Acreage Seller's Disclosure, if provided, before entering into this Contract. The Buyer's and Seller's Brokers also recommend that prior to closing on this Contract, Buyer have a survey of the subject Property made to verify land size/boundary dimensions, measure existing structures to verify square footage, have an examination as to the title to the Property, obtain owner's title insurance, and obtain appropriate insurance coverage.

BUYER (Initials \_\_\_\_\_) Date 4-16-2024 SELLER (Initials RLK) Date 4-17-24 Buyer acknowledges and Seller represents the following:

- A. This sale is  is not  subject to approval by a Third Party (i.e. bank in the case of a short sale, corporation, or relocation company.)
- B. The Property is  is not  subject to a mandatory association fee (i.e. homeowner's association/regime or otherwise). If the Property is subject to a mandatory association fee, the fee is \$ \_\_\_\_\_ per \_\_\_\_\_ and is payable to \_\_\_\_\_
- C. The Property is  is not  subject to a special assessment of any governing body, including, but not limited to, a homeowner's association/regime or otherwise. The special assessment fee is \$ \_\_\_\_\_
- D. The Property is  is not  subject to a current lease or property management agreement. If in effect, the Buyer will take possession of the Property subject to existing agreement(s). Agreements will be attached to and made a part of this Contract.

15. **ADDITIONAL CONTINGENCIES: (Buyer's failure to disclose the existence of Contingency A or B will constitute a default of this Contract and earnest money will be released to Seller. See paragraph 4(D). Initial and date Paragraph C if other contingencies apply.)**

- A. SALE AND CLOSING CONTINGENCY ADDENDUM is  is not  attached to and part of this Contract of Sale.
- B. CLOSING CONTINGENCY ADDENDUM is  is not  attached to and part of this Contract of Sale.
- C. OTHER CONTINGENCIES: BUYER (Initials \_\_\_\_\_) Date \_\_\_\_\_ SELLER (Initials RLK) Date 4-17-24 This Contract is contingent on:

Buyer will pay for survey and appraisal.

Contract must be approved by Richland County Council. The County and its agents has the right to enter the property, perform a survey, conduct geotechnical investigations, and prepare a legal description of the area to be acquired.

16. **OTHER TERMS:** If conflicting with pre-printed portions of this Contract, the following terms will control:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. **ADJUSTMENTS:** Real estate taxes, homeowner association/regime fees, and rents, when applicable, will be adjusted as of the date of closing. Unless otherwise agreed to in writing by the Parties in this Contract, tax prorations pursuant to this Contract are to be based on the most current tax bill and prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change in ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied prior to closing and Buyer will pay for those assessments levied after closing. All prorations are final.

18. **FIRE OR CASUALTY:** In case the Property herein is damaged wholly or partially by fire or other casualty prior to delivery of deed, Buyer will have the right for ten (10) Business Days after notice of such damage to terminate this Contract. Upon such termination, earnest money will be released to Buyer and neither party will have any further rights hereunder. See Paragraph 4(D). If Buyer elects not to terminate this Contract or fails to provide timely notice of termination, the Parties will proceed according to its terms.

19. **DEFAULT:** If Buyer or Seller fails to perform any of the terms of this Contract, the other may elect to seek any remedy provided by law including, but not limited to, attorney fees and actual costs incurred or terminate this Contract with written notice. Actual costs incurred will include all costs and expenses incurred or obligated for by Buyer, Seller or Brokers in an effort to consummate this sale. Such costs will include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, attorney's fees and real estate brokerage fee for this sale. If Contract is terminated, both Parties will execute a written release of the other from this Contract and both will hold Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or a court of competent jurisdiction dictates legal disposition. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.

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~~20. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the dispute resolution system of the National Association of Realtors. Disputes will include representations made by Buyer, Seller or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreements signed by the Parties pursuant to the mediation conference will be binding. S.C. Code, Ann. Section 15-48-10 et. seq. shall not apply to this Contract.~~

21. **ENTIRE BINDING CONTRACT:** The Parties agree that this written Contract expresses the entire agreement between the Parties, that there is no other agreement, oral or otherwise, modifying the terms hereunder and that this Contract will be binding on both Parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

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BUYER ( *[Signature]* ) 4-15-2024 SELLER ( *[Signature]* ) 4-17-24



31. **DISCLAIMER:** Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems; (2) condition of the Property, any matters which would be reflected by a current survey of the Property; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

<u>Leonardo Brown</u> Buyer's Signature	(L.S.)	<u>Richland County</u> Buyer's Printed or Typed Name	<u>4.15.2024</u> Date
_____ Buyer's Signature	(L.S.)	_____ Buyer's Printed or Typed Name	_____ Date
<u>John D. Blaylock Jr.</u> Seller's Signature	(L.S.)	<u>Gadsden Community Club</u> Seller's Printed or Typed Name	<u>4-17-24</u> Date
<u>Robert J. ...</u> Seller's Signature	(L.S.)	_____ Seller's Printed or Typed Name	<u>4-17-24</u> Date

Yolanda Y. Taylor Taylor Realty Team, LLC 46038/15100  
Buyer's Agent/ Company Buyer's Agent License#/ LLR Office Code

info@tayloredrealtyhomes.com (803)422-2226  
Buyer's Agent's Email Address Buyer's Agent's Telephone Number

Yolanda Y. Taylor Taylor Realty Team, LLC 46038/15100  
Seller's Agent/ Company Seller's Agent License#/ LLR Office Code

info@tayloredrealtyhomes.com (803)422-2226  
Seller's Agent's Email Address Seller's Agent's Telephone Number

**This section is not to be completed until the conditions of paragraph 27B are fulfilled**

CONTRACT ACCEPTED BY BOTH PARTIES AT 12 O'CLOCK  a.m.  p.m. (ET) ON 4-17-24 DATE

ACCEPTANCE ENTERED BY Yolanda Y. Taylor (AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract in its entirety should be promptly forwarded to the other Party.

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Richard County Attorney's Office  
 Approved as to LEGAL Form Only.  
 No Opinion Rendered as To Content.

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8 of 8



**22. NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of S.C. Code, Section 12-8-580 (as amended) regarding tax withholding requirements of Sellers who are not residents of South Carolina as defined in said statute.

**23. EXPIRATION OF OFFER:** This offer from Buyer will be withdrawn at 5 o'clock  a.m.  p.m. (Eastern Time) on April 19, 2024 unless accepted or countered by Seller in written form prior to such time.

**24. TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions of this Contract that stipulate a specific period of time for performance. Failure of Buyer or Seller to complete any provision of this Contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this Contract.

**25. NOTICE AND DELIVERY:** Notice means a unilateral communication, including offers, counteroffers and associated Addenda from one Party to this Contract to the other. Notice to a Broker or affiliated Agent representing a Party to this Contract will be deemed to be Notice to that Party. All Notices required under this Contract will be in writing and will be effective as of Delivery. Delivery methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile (fax) or e-mail transmission. A faxed or e-mailed signature of a Party to this Contract will constitute an original signature binding upon that Party. The Parties agree that Delivery will be deemed to have occurred either on the day and at the time Notice is delivered by hand, by a professional courier service, or by United States mail (return receipt requested) or on the day and at the time Notice is sent by facsimile or e-mail transmission provided written confirmation of receipt is received by deliverer. No Party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

**26. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed, kept or performed.

**27. DEFINITIONS:**

A. A single Business Day is defined as a twenty-four (24) hour period beginning at 8AM of any week day (Monday through Friday). A Business Day may not begin or end on a Saturday, Sunday or Federal legal holiday. For the purposes of this Contract, the first Business Day will begin at 8AM of the Business Day following final Contract acceptance. All deadlines/timelines set forth in the Contract will begin at 8AM of the first Business Day following the date of final Contract acceptance unless otherwise agreed to by Buyer and Seller.

B. Successful negotiation of this offer will have been completed when one of the Parties to the negotiation places the final, required signatures and/or initials on this offer. Contract acceptance will occur at the date and time when this Party subsequently delivers a copy of this executed document to the other Party. The Party receiving the executed document will be responsible for filling in the final Contract acceptance date and time on the last page of this Contract. If a Party is unrepresented, they will assume responsibility for filling in the required information.

C. In this Contract, closing is defined as the date and time that the Closing Attorney disburses funds.

D. The term Broker is also deemed to include affiliated Agent(s) of the Buyer's and Seller's Brokers.

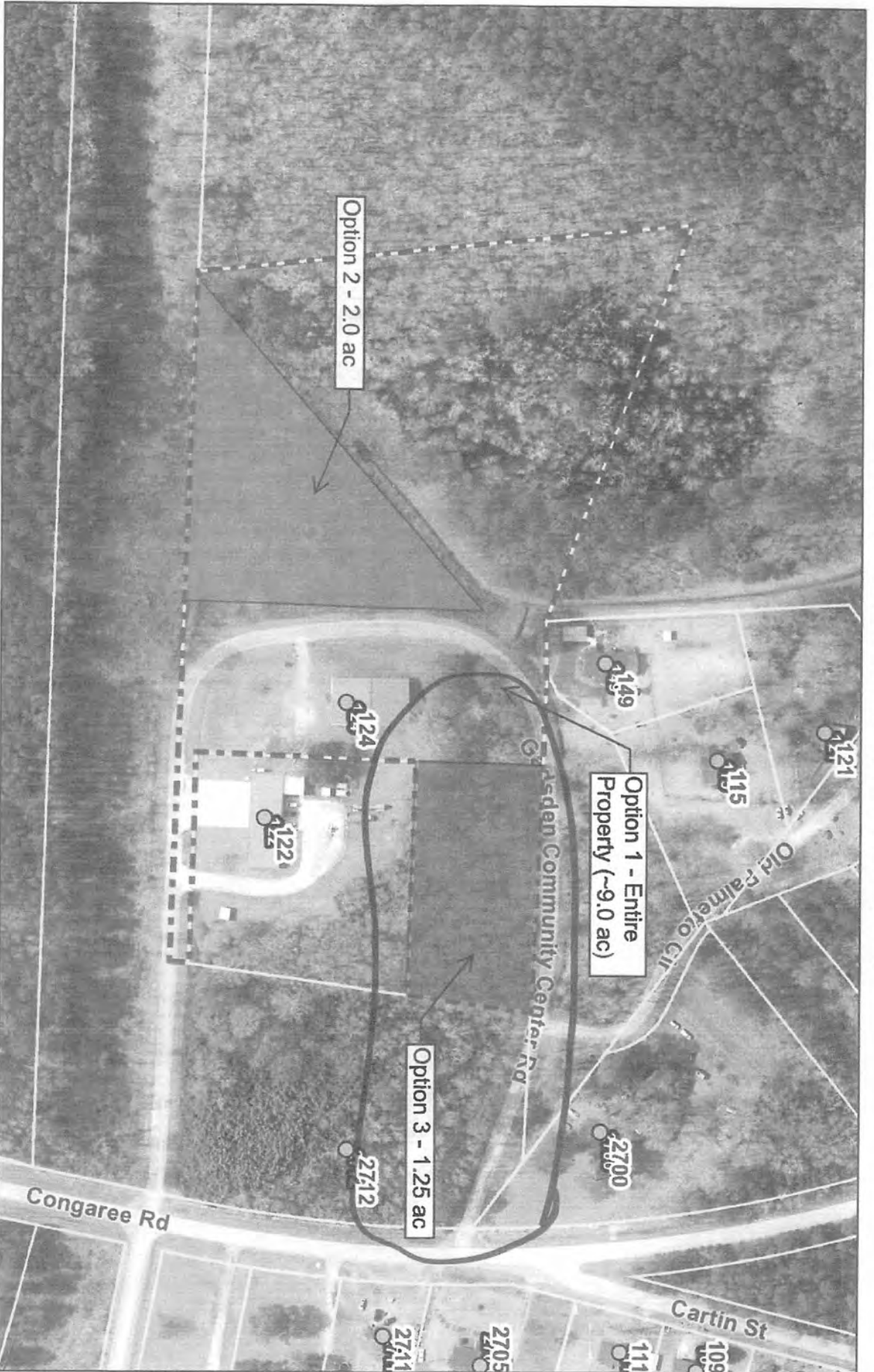
**28. SETTLEMENT STATEMENT RELEASE:** Seller and Buyer authorize the Closing Attorney to furnish to Buyer's and Seller's Brokers copies of a Settlement Statement for the transaction.

**29. MEGAN'S LAW:** Buyer and Seller agree that the Buyer's and Seller's Brokers and all affiliated Agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry and that no course of action may be brought against the Buyer's and Seller's Agents and all affiliated Agents for failure to obtain or disclose such information. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information which may be obtained from appropriate law enforcement officials.

**30. NON-RELIANCE CLAUSE:** Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. **This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding the South Carolina Disclosure of Real Estate Brokerage Relationships form.**

BUYER  Date 4-16-2024 SELLER  Date 4-17-24

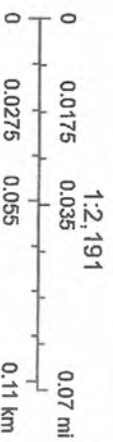
# Gadsden Community Center Property



December 28, 2023

## Address Points

- Field Check
- PlaceholderAddress
- Proposed
- Reassign
- Retired
- VerifyWithPlanning
- Final
- Parcels



Richland County  
Richland County & Eagle View

# Richland County Council Request for Action

**Subject:**

**Case #24-006MA**

Sam Reynolds

OS to R2 (.04 Acres)

Windermere Village

TMS #R20510-02-03 (portion of)

**Notes:**

First Reading: April 23, 2024

Second Reading: May 7, 2024

Third Reading:

Public Hearing: April 23, 2024

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-24HR

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 # R20510-02-03 FROM OPEN SPACE DISTRICT (OS) TO RESIDENTIAL TWO DISTRICT (R2); 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 # R20510-02-03 from Open Space District (OS) to Residential Two District (R2).

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 \_\_\_\_\_, 2024.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Jesica Mackey, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

\_\_\_\_\_  
Anette A. Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       April 23, 2024  
First Reading:       April 23, 2024  
Second Reading:     May 7, 2024  
Third Reading:       May 14, 2024

# Richland County Council Request for Action

**Subject:**

Authorizing the imposition of a one percent (1%) Transportation Sales and Use Tax within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; determining (I) the categories of projects to be funded with the tax, (II) the maximum time for imposition of the tax, and (III) the estimated capital costs of the projects; directing the Board of Voter Registration and Elections of Richland County to conduct a county-wide referendum on the imposition of the tax and the issuance of General Obligation Bonds; prescribing the contents of the ballot questions; and other related matters

**Notes:**

***In accordance with the timeline approved by County Council in the Penny Roadmap, the Penny Ordinance is now being presented for first reading. There are several items in the Ordinance that have been shown in brackets “[ ].” The brackets denote that these items remain subject to discussion by County Council with input and advice from the Transportation Advisory Committee and the Transportation Ad Hoc Committee. In particular, it is anticipated that the Work Session scheduled for April 23, 2024 will focus on the duration and amount of the New Penny. It is anticipated that the bracketed information will be completed when the Penny Ordinance is up for second reading on May 7, 2024.***

First Reading: April 9, 2024

Second Reading:

Third Reading:

Public Hearing: July 9, 2024



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

**AUTHORIZING THE IMPOSITION OF A ONE PERCENT (1%) TRANSPORTATION SALES AND USE TAX WITHIN RICHLAND COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; DETERMINING (I) THE CATEGORIES OF PROJECTS TO BE FUNDED WITH THE TAX, (II) THE MAXIMUM TIME FOR IMPOSITION OF THE TAX, AND (III) THE ESTIMATED CAPITAL COST OF THE PROJECTS; DIRECTING THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF RICHLAND COUNTY TO CONDUCT A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS; PRESCRIBING THE CONTENTS OF THE BALLOT QUESTIONS; AND OTHER RELATED MATTERS.**

WHEREAS, the Richland County Council (“*County Council*”) is the governing body of Richland County, South Carolina (“*County*”);

WHEREAS, pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (“*Act*”), subject to referendum approval by a majority of qualified electors, a county governing body may impose by ordinance a sales and use tax within its jurisdiction in an amount not to exceed one percent (1%) (“*Transportation Penny*”) to fund multiple projects and for a specific period of time to collect a limited amount of money;

WHEREAS, the proceeds of a Transportation Penny may be expended on highways, roads, streets, bridges, mass transit systems, greenbelts, and other transportation-related projects facilities including but not limited to, drainage facilities relating to the highways, roads, streets, bridges, and other transportation-related projects (“*Eligible Projects*”);

WHEREAS, Eligible Projects may be operated by a county or jointly-operated projects of a county and other governmental entities;

WHEREAS, the proceeds of a Transportation Penny may pay for (i) the capital costs associated with Eligible Projects, (ii) the operating costs of a mass transit system and such other costs that may be tethered to a specific transportation-related project or the administration of a specific transportation project as further described in South Carolina Revenue Ruling #22-2 (“*Revenue Ruling*”) issued by the South Carolina Department of Revenue (“*DOR*”) on April 18, 2022 (collectively, (i) and (ii) are “*Eligible Costs*”), and (iii) the debt service and costs of issuance relating to any bonds issued to pay for Eligible Projects;

WHEREAS, in 2012, the County, after referendum approval by qualified electors, imposed a Transportation Penny (“*Prior Penny*”) to fund multiple Eligible Projects;

WHEREAS, in late 2023, the County directed the completion of a county-wide Transportation Needs Assessment (“*Needs Assessment*”) by a third-party engineering firm (“*Engineer*”);

WHEREAS, in the course of conducting the Needs Assessment, the Engineer and County staff have held multiple public input sessions in each County Council district and solicited needs from other key stakeholders including the municipalities located with the County;

WHEREAS, the Needs Assessment together with the public input and the needs identified by the stakeholders reflects the current transportation needs of the entire County, all of which qualify as Eligible Projects (“*Current Needs*”);

WHEREAS, the County also anticipates there will be emerging transportation needs that could result from new or continued growth and development, continued aging or obsolescence of the County’s transportation infrastructure or a weather-related event, all of which would qualify as Eligible Projects (“*Emerging Needs*”);

WHEREAS, the County has solicited needs from the Central Midlands Regional Transit Authority regarding its mass transit system (“*COMET*”);

WHEREAS, the COMET has experienced significant growth funded by the Prior Penny and forecasts future growth in ridership and routes that are necessary to keep pace with the County’s overall growth and development. To address future growth, the COMET’s board of directors developed and presented to County Council a multi-year plan for service enhancement that identifies a number of projects, all of which qualify as Eligible Projects (“*COMET Needs*,” and together with Current Needs and Future Needs, “*Transportation Needs*”);

WHEREAS, by its Resolution adopted on March 19, 2024, the County Council requested the Richland County Transportation Advisory Committee (“*TPAC*”) review the Transportation Needs and recommend principles by which the County would undertake the Transportation Needs. The TPAC has provided input on (i) the Needs Assessment, (ii) the principles and policies to be utilized by the County to fund and complete a Transportation Need through an Eligible Project (“*Project*”), and (iii) the categorization of the Transportation Needs into one of the Project Categories (as defined herein);

WHEREAS, the TPAC has conducted multiple public meetings over the past several months, provided interim reports to the Transportation Ad Hoc Committee of County Council (“*TAHC*”), and delivered its final advisory report (“*TPAC Report*”) to the TAHC on [June 18, 2024];

WHEREAS, the TAHC has conducted multiple public meetings over the past several months, and, with the advice and input provided in the TPAC Report, the TAHC delivered its written recommendation to County Council entitled “Richland County Penny Projects, Principles and Categories,” which was adopted and approved by a Resolution of the County Council on [July 16, 2024];

WHEREAS, the inflation-adjusted Eligible Costs necessary to address the Transportation Needs over the next 25 years is approximately \$8 billion dollars (“*Transportation Costs*”);

WHEREAS, the County Council has determined the most advantageous approach to timely address the Transportation Needs for the citizens of the County is to pay for a significant portion of the Transportation Costs through the imposition of a Transportation Penny (“*New Penny*”) that would commence following the termination of the collection of the Prior Penny and continue for

a period of 25 calendar years from the date of imposition, subject to a referendum to be held on November 5, 2024 (“*Referendum*”);

WHEREAS, the ballot question to be considered in the Referendum should separate the Transportation Needs into discernible categories (“*Project Categories*”) to provide clarity to the electors. In addition, there should be included within the Referendum a ballot question requesting the approval of the issuance of general obligation bonds of the County (“*Bonds*”) to be repaid solely from the proceeds of the New Penny; and

WHEREAS, imposition of a New Penny to address the Transportation Needs will serve a public purpose to facilitate economic development, promote public health and safety, provide needed infrastructure, promote desirable living conditions, and enhance the quality of life in the County.

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

**Section 1. *Imposition of New Penny.*** The New Penny is hereby imposed in the County, subject to a favorable vote of a majority of the qualified electors voting in the Referendum. As more fully described herein, the proceeds of the New Penny shall be utilized to pay Transportation Costs.

**Section 2. *Fulfillment of Statutory Requirements.***

(a) **Projects.** In accordance with Section 4-37-30(A)(1)(a) of the Act, the New Penny shall be used do defray the Eligible Costs of the following categories of Transportation Needs:

(i) Community Investment Projects: These projects address the integrity, safety, reliability and sustainability of the transportation infrastructure in local communities and impact the day-to-day activities of citizens and local businesses. These projects include road improvements, widening, resurfacing, paving of dirt roads, intersection improvements, bikeways, greenbelts, sidewalks, and other pedestrian-friendly enhancements;

(ii) County Advancement Projects: These projects target the expansion of transportation infrastructure to achieve, support and sustain economic growth on a county-wide basis. These projects include new construction, improvements and widening for major roadways, intersections and commuting corridors; and

(iii) COMET Enhancement Projects: These projects target the operation and expansion of the COMET. These projects include operational sustainability, establishment of new routes, new construction and improvements to enhance rider safety and comfort, and acquisition of new buses and other modes of transportation.

The major Projects expected to be addressed within each of the Project Categories are summarized on the attached **Exhibit A**.

(b) **Maximum Time.** In accordance with Section 4-37-30(A)(1)(b) of the Act, the New Penny shall be imposed commencing on the first day of the calendar month immediately following the



termination of the collection of the Prior Penny and continue for twenty-five years. Based on current projections, the termination of the collection of the Prior Penny is expected to occur in November 2026. Accordingly, the New Penny is expected to be imposed on December 1, 2026 and continue for twenty-five years through December 1, 2051. As provided in Section 4-37-30(A)(5) of the Act, the New Penny may terminate earlier if the DOR determines the New Penny has raised revenues sufficient to provide the Transportation Costs, or the cost to amortize all Bonds, whichever is greater.

(c) **Estimated Cost; Amount of Bonds.** In accordance with Section 4-37-30(A)(1)(c) of the Act:

(i) The estimated Transportation Costs to be paid from the proceeds of the New Penny are approximately \$4.5 billion, which shall be allocated as follows

1. 40%, or approximately \$1.8 billion, to Community Investment Projects;
2. 40%, or approximately \$1.8 billion, to County Advancement Projects; and
3. 20%, or approximately \$900 million, to COMET Enhancement Projects.

(ii) The principal amount of Bonds to be issued and repaid from the proceeds of the New Penny is not to exceed \$950 million.

### **Section 3. *Referendum Matters.***

(a) **Call for Referendum.** The imposition of the New Penny is subject in all respects to the favorable vote of a majority of qualified electors casting votes in the Referendum to be conducted by the Board of Voter Registration and Elections of Richland County (“*Election Commission*”). The Election Commission shall conduct the Referendum in accordance with the Act and election laws of the State of South Carolina, *mutatis mutandis*. The County shall pay the reasonable expenses of the Referendum.

(b) **Ballot Questions.** The ballot questions to be considered in the Referendum shall appear substantially in the forms set forth in **Exhibit B**. If a majority of the electors voting in the Referendum vote in favor of imposing the New Penny, then the New Penny shall be imposed as provided in the Act and this Ordinance. If a majority of the electors voting in the Referendum shall vote in favor of the issuance of the Bonds, then the issuance shall be authorized in accordance with Article X, Section 14, Paragraph (6) of the South Carolina Constitution.

**Section 4. *Certification of Results.*** If the New Penny is approved by a majority of the qualified electors voting in the Referendum, the Election Commission is directed to certify the results not later than November 30, 2024, to the County Council and DOR in accordance with the Act.

**Section 5. *Remittance; Administration of New Penny.*** The Richland County Transportation Department shall be charged with the primary responsibility to manage the Projects to be undertaken with the proceeds of the New Penny. The proceeds of the New Penny shall be remitted, managed and expended in accordance with the terms of the Act, guidance from South Carolina courts and any applicable opinion, ruling or regulation promulgated by DOR, including the Revenue Ruling.

**Section 6. *Budget and Audit Matters.***

(a) **Funding Requests.** Any outside agencies, political subdivisions, or organizations designated to receive funding from the New Penny must annually submit requests for funding in accordance with procedures and schedules established by the County Administrator. The County Administrator, based on the recommendation of the Transportation Department of the Projects to be undertaken in such fiscal year, shall prepare the proposed annual budget for the New Penny for the applicable fiscal year and submit it to the County Council at such time as the County Council determines. At the time of submitting the proposed budget, the County Administrator shall submit to the County Council a statement describing the important features of the proposed budget.

(b) **Appropriations.** County Council shall adopt annually and prior to the beginning of fiscal year a budget for the proposed and expected expenditures of New Penny revenues for such fiscal year. County Council may make supplemental appropriations of revenues of the New Penny following the same procedures prescribed for the enactment of other budget ordinances. The provisions of this section shall not be construed to prohibit the transfer of funds appropriated in the annual budget for the New Penny for purposes other than as specified in the annual budget when (i) County Council approves such transfers or (ii) such transfers are made in accordance with procedures set forth by County Council. In the preparation of the annual budget, County Council may require any reports, estimates, and statistics from any county agency or department as may be necessary to perform its duties as the responsible fiscal body of the County.

(c) **Annual Audits.** Except as specifically authorized by County Council, any outside agency or organization receiving an appropriation of the New Penny must provide to County Council an independent annual audit of such agency's or organization's financial records and transactions and such other and more frequent financial information as required by County Council, all in form satisfactory to County Council.

**Section 7. *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 8. *General Repealer.*** Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 9. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 9, 2024  
Second Reading: May 14, 2024  
Public Hearing:  
Third Reading:

**EXHIBIT A**

**PROJECT CATEGORIES: MAJOR PROJECTS**

**Community Investment Projects (40%):**

*Road Resurfacing and Rebuilding [\$165 million]<sup>1</sup>*

To improve the overall conditions and safety of the roadways in the County. These may include roadways owned and maintained by [the State], the County or the other municipalities

*Pedestrian Safety and Access [\$85 million]*

Installing sidewalks and other pedestrian accommodations to improve access and safety

*Road Paving [\$165 million]*

To pave and modernize roadways in the County subject to the County’s local code and rules.

*Multimodal Transportation Improvements [\$37.5 million]*

Installing bikeways and shared use paths throughout the County and improving the alternative transportation network across the County

*Traffic Safety and Flow [\$129 million]*

Intersection improvements and traffic signal installation and upgrades to reduce occurrence and severity of traffic incidents and improve traffic flow to reduce commuting times.

*Emerging Community Investment Needs [\$100 million]*

Expected funds necessary to address needs arising from continued residential growth or development in the County

**County Advancement Projects (40%):**

*Widening of the following roadways to improve capacity and access (\$624 million):*

- Two Notch Road US 1 Pontiac (from Richland County Line to S-53 Spears Creek)
- Kennerly Rod S-129 (from Hollingshed Rd to Broad River Rd)
- Shady Grove Rd (from Broad River Rd to Koon Rd)
- Broad River Rd US 176 North (from I-26 to Chapin Rd)
- Lost Creek Rd (from Broad River Rd to Boat Ramp Rd)
- Hardscrabble Rd North (from Langford Rd to Kelly Mill Rd)
- Rauch Metz Road (from Dutch Fork Rd to Broad River Rd (US 176))
- Pineview Road (from Shop Rd to Bluff Rd)
- Broad River Rod (I-26 (Exit 97) to Dutch Fork Rd)
- US 76 (from Broad River Rd (US 176) to SC 6)
- US 76 (from Shadowood Dr to Richland County Line)
- Langford Rd (from Main St to Hardscrabble Rd)
- Main St (US 21) (from I-77 (Ex 24) to Langford)
- Blythewood Rd (from I-77 (Ex 27) to Main St)

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<sup>1</sup> All costs included are estimate of current base construction costs. The above should not be deemed as a budget or limitation on funds collected from the New Penny to be allocated to each project.

Longtown Rd (from Farrow Rd to Longtown Rd E/W)  
N Springs Rd (from Brickyard Rd to Clemson Rd)  
Spears Creek Ch Rd (from I-20 (Ex 82) to Percival Rd)  
Garners Ferry Rd (from Trotter Rd to Lower Richland Blvd)  
Patterson Rd (from Garners Ferry Rd to Caroline Rd)  
Bookman Rd S-53 (from Two Notch Rd to Kelly Mill Rd)

*Railroad Projects [\$30 million]*

Improvements along rail-lines and at crossings to reduce noise and improve traffic flow at crossings

*New Road Construction [\$28 million]*

Creech Rd Ext (from Creech Rd to Firetower Ct)  
New Connector Rd (from Arborwood Rd to Indian Mound Rd)  
Shop Rd Ext (Phase 3) (from Montgomery Ln to Garners Ferry)

*Emerging County Advancement Needs [\$100]*

Expected funds necessary to address emerging needs in the County.

**COMET Enhancement Projects (20%):**

New operating and capital costs associated with the development of a multi-modal transportation center, establishment and expansion of micro-transit services in Lower Richland and Blythewood, establishment of bus rapid transit (BRT) lanes along strategic corridors to supplement the existing mass transit system, increased frequency on existing routes to allow expansion of partnerships with schools, the military and employers in hospitality, manufacturing and industry and enhanced ADA/paratransit services. In addition to the foregoing, the proceeds of the New Penny will support the overall continued operations of the COMET.

**EXHIBIT B**  
**FORM OF REFERENDUM QUESTIONS**

RICHLAND COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

I approve a special sales and use tax in the amount of one percent to be imposed in Richland County for not more than twenty-five (25) years to fund certain projects with an aggregate cost of not exceeding \$4.5 billion. Collection of the special sales and use tax will not begin until the current special sales and use tax imposed in Richland County is terminated. The special sales and use tax proceeds will be used to fund the following projects:

**Project (1) - Community Investment Projects:** These projects target the integrity, safety, reliability and sustainability of the transportation infrastructure in local communities that impact the day-to-day activities of citizens and local businesses. These projects include road improvements, widening, resurfacing, paving of dirt roads, intersection improvements, bikeways, greenbelts, sidewalks, and other pedestrian-friendly enhancements.

40% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the Community Investment Projects, which is expected to be \$1.8 billion.

**Project (2) - County Advancement Projects:** These projects target the expansion of transportation infrastructure to achieve, support and sustain economic growth on a county-wide basis. These projects include new construction, improvements and widening for major roadways, intersections and commuting corridors.

40% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the County Advancement Projects, which is expected to be \$1.8 billion.

**Project 3: - COMET Enhancement Projects:** These projects target the operation and expansion of the mass transit system operated by the Central Midlands Regional Transit Authority known as the COMET. These projects include operational sustainability, establishment of new routes, new construction and improvements to enhance rider safety and comfort, and acquisition of new buses and other modes of transportation.

20% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the COMET Enhancement Projects, which is expected to be \$900 million.

YES \_\_\_\_\_  
NO \_\_\_\_\_

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote “YES;” and  
  
All qualified electors opposed to levying the special sales and use tax shall vote “NO.”



QUESTION 2

I approve the issuance of not exceeding \$950 million of general obligation bonds of Richland County, payable from the special transportation sales and use tax described in Question 1 above, maturing over a period not to exceed twenty-five (25) years, to fund projects from among the categories described in Question 1 above.

YES \_\_\_\_\_  
NO \_\_\_\_\_

Instructions to Voters: All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote “YES”; and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote “NO.”

# Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Silver Hills Huger LLC; and other related matters

**Notes:**

First Reading: April 16, 2024

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO SILVER HILLS HUGER LLC; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, Silver Hills Huger, LLC, an Ohio limited liability company (“Company”) desires to develop an approximately 247-unit multifamily project within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$49,000,000 and the creation of approximately 10 full-time jobs;

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 16, 2024  
Second Reading: May 14, 2024  
Public Hearing:   
Third Reading:

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

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**SILVER HILLS HUGER LLC**

**Effective as of: []**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [\_\_\_\_], 2024 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and SILVER HILLS HUGER LLC, an Ohio limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

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

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

WHEREAS, the Company has committed to establish an approximately 247-unit multifamily project known as Silver Hills at Huger in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$49,000,000.00 and the creation of approximately 10 full-time jobs;

WHEREAS, by an ordinance enacted on [DATE] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park and the City of Columbia, South Carolina consented to such expansion of the Park boundaries by an ordinance enacted on [ ], 2024; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at or in connection with the Project, subject to the terms and conditions below.

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



**ARTICLE I  
REPRESENTATIONS**

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

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

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

- (a) The Company is in good standing under the laws of the State of Ohio, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete the Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

**ARTICLE II  
PUBLIC INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$49,000,000.00 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2029 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further

benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

**Section 2.2. Public Infrastructure Commitment.**

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

(b) The Company has committed to invest in the Public Infrastructure as described on Exhibit B. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation, in form and substance reasonably acceptable to the County, to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's investment in the Public Infrastructure. The County has the right to exclude from the investment in Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Date, provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification by the Verification Date shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

**Section 2.3. Public Infrastructure Credits.**

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

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

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND

THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

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

**Section 2.4. Filings.** To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file with the County such separate schedules or information with respect to the Property as may be necessary to distinguish the Property from any other property of the Company. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.5 Cumulative Public Infrastructure Credit.** The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Public Infrastructure, as verified, or deemed verified, by the County as of the Verification Date. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with Section 2.3 of this Agreement.

### **ARTICLE III DEFAULTS AND REMEDIES**

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

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

(b) An abandonment or closure of the Project; For purposes of this Agreement, “abandonment or closure of the Project” means the failure of the Company to obtain a temporary certificate of occupancy for the Project on or before the Certification Date;

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

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

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

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

**Section 3.2. Remedies on Default.**

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.1. Examination of Records; Confidentiality.**

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

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

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

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

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

**Section 4.5. Limitation of Liability.**

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

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

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

**Section 4.6. Indemnification Covenant.**

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

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

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

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

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

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

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
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with a copy to  
(does not constitute notice):

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202  
Phone: 803.255.8000  
Fax: 803.255.8017

if to the Company:

Silver Hills Huger LLC  
72 Wychwood Drive  
Moreland Hills Ohio 44022  
Attention: Seth Mendelsohn  
Email: [sm@silverhillsre.com](mailto:sm@silverhillsre.com) &  
[rs.silverhills@gmail.com](mailto:rs.silverhills@gmail.com)

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

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

**Section 4.9. *Entire Agreement.*** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

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

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

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

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

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

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

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

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

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



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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

***[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]***

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

**SILVER HILLS HUGER LLC**

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

Name: Seth Mendelsohn

Its: Manager

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

The land referred to herein below is situated in the County of Richland, State of South Carolina, and is described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN RICHLAND COUNTY, SOUTH CAROLINA, BEING PARCEL NO. 1 ON 2.43 ACRES, 105,872 SQUARE FEET.

TOGETHER WITH THOSE EASEMENT RIGHTS AS MAY BE APPURTENANT ARISING UNDER THAT CERTAIN ACCESS EASEMENT FROM SOUTH CAROLINA ELECTRIC & GAS COMPANY TO KLINE HUGER, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED AS OF AUGUST 22, 2008, AUGUST 29, 2008 AT 1:24 P.M., RECORDED IN BOOK R-1459, PAGE 1604. DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA.

ALSO TOGETHER WITH THOSE EASEMENT RIGHTS AS MAY BE APPURTENANT ARISING UNDER THAT CERTAIN EASEMENT FROM STATE OF SOUTH CAROLINA TO KLINE HUGER, LLC, DATED AS OF JULY 29, 2008, FILED FOR RECORD AUGUST 29, 2008 AT 1:24 P.M., RECORDED IN BOOK R-1459, PAGE 1611, AFORESAID RECORDS.

**EXHIBIT B (See Section 2.2)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE**

The Public Infrastructure the Company expects to invest at the Project (“Company Public Infrastructure”) includes a parking structure for residents of the development that will provide spaces dedicated to public parking on the ground floor. In addition to the parking deck, the Company Public Infrastructure will consist of general infrastructure benefiting the public, including, but not limited to, (i) enhanced streetscaping and landscaping along Huger Street and Washington Street, including surface parking spaces for public use, (ii) water, sewer and stormwater improvements, (iii) removal of power lines, and (iv) environmental cleanup in connection with the use of the Property previously as a steel mill.

The anticipated total cost of the Company Public Infrastructure is approximately \$12,201,250, and is further detailed below:

<b>Company Public Infrastructure Budget Estimate</b>	
<b>Description</b>	<b>Budget</b>
Streetscape/Landscaping (incl. public parking)	\$650,000
Water/Sewer/Stormwater Improvements	\$950,000
Water/Sewer Impact Fees	\$750,000
Parking Structure	\$8,000,000
Removing Power Lines	\$350,000
Environmental Cleanup	\$650,000
General Conditions, General Requirements, Insurance, & Bonding	\$900,000
<b>Total Costs</b>	<b>\$12,201,250</b>

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

**EXHIBIT C (See Section 2.3)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 35% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

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

**EXHIBIT D (See Section 2.5)**

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

A RESOLUTION

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

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

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

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

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

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

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

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

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

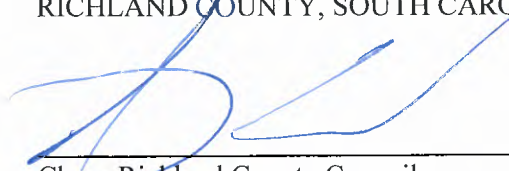
**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

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

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

AND IT IS SO RESOLVED this 7<sup>th</sup> day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA



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Chair, Richland County Council

(SEAL)

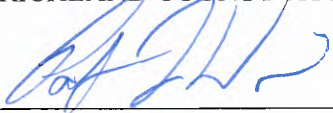
ATTEST:



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Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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



# Richland County Council Request for Action

**Subject:**

Amendment to Chapter 17, Section 9- Through Truck Traffic Prohibited

**Notes:**

April 23, 2024 – The D&S Committee recommended Council approve the amendment to Chapter 17, Section 9 to add Clearwater Road, Crestwood Road, and Edgewater Drive to “Through truck traffic prohibited...”

First Reading: May 7, 2024

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING CHAPTER 17, MOTOR VEHICLES IN TRAFFIC; ARTICLE II, GENERAL TRAFFIC AND PARKING REGULATIONS; SECTION 17-9, THROUGH TRUCK TRAFFIC PROHIBITED; SO AS TO INCLUDE CLEARWATER ROAD, CRESTBROOK ROAD, AND EDGEWATER DRIVE.

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

SECTION I. The Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II. General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; Subsection (a); is hereby amended to read as follows:

**Section 17-9. Through truck traffic prohibited.**

(a) All through truck traffic is prohibited on the following roads in Richland County,

South Carolina:

(1) Sparkleberry Lane;

(2) Congress Road between Leesburg Road and Gamers Ferry Road;

(3) Bynum Road;

(4) Summit Parkway;

(5) Valhalla Drive;

(6) Olympia Avenue between Heyward Street and Bluff Road;

(7) Bakersfield Road between Dutch Square Boulevard and Mominghill Drive;

(8) N. Donar Drive;

(9) Prima Drive;

(10) Longgreen Parkway;

(11) Hobart Road;

(12) Clearwater Road;

(13) Crestbrook Road; and

(14) Edgewater Drive.

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 \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Jessica Mackey, Chair

ATTEST THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2024

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

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

## Richland County Council Request for Action

**Subject:**

I move that the administrator look at the illegal dumping ordinance and state law and investigate the incorporation of a community service element in the penalty for illegal dumping, as well as look into the possibility of levying a higher penalty for businesses that engage in illegal dumping, including the potential revocation or suspension of their business license also incorporating an escalation schedule based on the weight of the material illegally dumped and whether the individual or business is a repeat offender within a twelve-month period

**Notes:**

April 23, 2024 – The D&S Committee recommended Council adopt the ordinance as drafted, with the following revisions: fines will follow those outlined in the State statute, removal of any reference to improvement, and removal of any reference in Section 12-66(f) of tripling the amount of penalties.

First Reading: May 7, 2024

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING CHAPTER 12, SOLID WASTE, RECYCLING, AND PUBLIC SANITATION; ARTICLE VII, ENFORCEMENT; SECTION 12-66, PENALTIES; SO AS TO AMEND THE LANGUAGE THEREIN.

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

SECTION I. The Richland County Code of Ordinances; Chapter 12, Solid Waste, Recycling, and Public Sanitation; Article VII. Enforcement; Section 12-66, Penalties; is hereby amended to read as follows:

**Section 12-66. Penalties.**

(a) If any of the matter or material dumped in violation of this Chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm, or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be prima facie evidence that such owner dumped or caused to be dumped such matter or material in violation of this Chapter.

(b) Appointed Refuse Control Officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the Magistrate's Court of the County to answer to the charge of violation of the appropriate section of this chapter.

~~(c) Any person who violates the provisions of this Chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified. Any person who violates the provisions of this chapter with less than 15 pounds of material shall be deemed guilty of a misdemeanor and, upon conviction, shall be required to complete 8 hours of litter-gathering community service and must be fined not less than twenty-five (\$25.00) dollars and not more than one hundred (\$100.00) dollars.~~

~~(d) Any person who violates the provisions of this chapter with 15 pounds or more of material shall be deemed guilty of a misdemeanor and, upon conviction, shall be required to complete 16 hours of litter-gathering community service and must be fined not less than two hundred (\$200.00) dollars nor more than five hundred (\$500.00) dollars.~~

~~(e) Any person who violates the provisions of this chapter for a second or more distinct offense and within 365 days of the prior offense, shall be required to complete 24 hours of litter-gathering community service and must be fined not less than two hundred (\$200.00) dollars nor more than five hundred (\$500.00) dollars.~~

~~(f) Any business identified to have participated or provided materials for improper disposal is subject to flagging of the business license for renewal consideration, for 12-66 (d) or (e) is subject to revocation of the business license.~~

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 \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Jesica Mackey, Chair

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2024

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**RESOLUTION**

**A RESOLUTION CERTIFYING PROPERTY LOCATED AT 8911 FARROW ROAD AS AN ABANDONED BUILDING SITE PURSUANT TO THE SOUTH CAROLINA ABANDONED BUILDINGS REVITALIZATION ACT, TITLE 12, CHAPTER 67 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED**

**WHEREAS**, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the “Act”) was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

**WHEREAS**, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

**WHEREAS**, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) “Abandoned Building” means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent (66%) of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five (5) years immediately preceding the date on which the taxpayer files a “Notice of Intent to Rehabilitate”. *For purposes of this item, a building or structure that otherwise qualified as an “abandoned building” may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned. . .*

(2) “Building Site” means the abandoned building together with the parcel of land upon which it is located, and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building’s income producing use. . .

(6) “Rehabilitation Expense” means the expense or capital expenditures incurred in the rehabilitation, demolition, renovation or development of the building site, including without limitations, the renovation or redevelopment of existing buildings, environmental remediation, site improvements, and the construction of new buildings and other improvements on the building site . . .

**WHEREAS**, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes; and

**WHEREAS**, Storage Five Farrow LLC, or its assigns (the “Taxpayer”) owns approximately 5.88 acres, more or less, of real property located at 8911 Farrow Road in Richland County, South Carolina (the “County”), more particularly identified by tax map number R17200-03-06 (the “Property”); and,

**WHEREAS**, the improvements located on the Property currently consist of one (1) existing abandoned building of approximately 109,398 square feet; and,

**WHEREAS**, the Property is located within the County; and,

**WHEREAS**, the Taxpayer plans to renovate or rehabilitate the existing building on the site and otherwise develop the site for warehouse, rental storage units, or other usage (the “Building Site”).

**WHEREAS**, the Taxpayer has filed one (1) Notice of Intent to Rehabilitate with the South Carolina Department of Revenue to rehabilitate the Abandoned Building located on the Property and will incur Rehabilitation Expenses as defined in Section 12-67-120(6) of the Act; and

**WHEREAS**, the Taxpayer has requested that the County, acting by and through the County Council pursuant to Section 12-67-160 of the Act, adopt this Resolution to certify the Property as an abandoned building site containing one (1) Abandoned Building.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL, THE GOVERNING BODY OF THE COUNTY:**

**SECTION 1.** Based solely on information provided to the County by the Taxpayer, all of the foregoing recitals hereof are true and correct and a part of this Resolution.

**SECTION 2.** That the entire Property was “abandoned” as defined in Section 12-67-120(1) of the South Carolina Abandoned Building Revitalization Act.

**SECTION 4.** The Property contains one (1) Abandoned Building which is considered an Abandoned Building Site as defined by Section 12-67-120(1) and (2) of the Act; and,

**SECTION 5.** That the Property is owned by the Taxpayer.

**SECTION 6.** That this Resolution is intended to comply with the certification requirements set forth in § 12-67-160 of the Act.

**SECTION 7.** This Resolution is effective as of the date written below.



RESOLVED the 14<sup>th</sup> day of May, 2024

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman of County Council

(SEAL)  
ATTEST:

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Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

# Richland County Council Request for Action

**Subject:**

Penny Matters: Duration, Amount, and Allocation to Categories

**Notes:**

May 7, 2024 – The Transportation Ad Hoc Committee recommended the Penny Tax collection for a total of 25 years or until the amount collected reaches 4.3 billion dollars and to allocate the funding as follows: Community Investment (40%), County Advancement (40%), and COMET Enhancement (20%).

# Richland County Council Request for Action

**Subject:**

Affordable Housing Fundamentals

**Notes:**

May 7, 2024 – The Affordable Housing Ad Hoc Committee recommended to direct the Administrator to direct the Administrator to create an RFQ to award up to \$4M for affordable housing, to focus on down payment programs, giving priority to teachers, first responders, public servants, and rehabbing existing units.



## **REQUEST OF ACTION**

**Subject:** FY24 - District 2 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$3,650** for District 2.

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

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

**Motion List (3<sup>rd</sup> reading) for FY24, Regular Council Meeting – June 6, 2023:** Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 33,350
Kickin it With Dads	\$ 3,650
<b>Total Allocation</b>	<b>\$ 3,650</b>
<b>Remaining FY2024 Balance</b>	<b>\$ 51,625</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 4 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$15,000** for District 4.

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

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

**Motion List (3<sup>rd</sup> reading) for FY24, Regular Council Meeting – June 6, 2023:** Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:



Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 81,325
Black Pages International	\$ 5,000
SC Juneteenth Freedom Festival	\$ 5,000
Columbia Classical Ballet	\$ 5,000
<b>Total Allocation</b>	<b>\$ 15,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$104,750</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 8 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$11,500** for District 8.

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

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

**Motion List (3<sup>rd</sup> reading) for FY24, Regular Council Meeting – June 6, 2023:** Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$135,125
Black Pages International	\$ 10,000
Kicking it With Dads	\$ 1,500
<b>Total Allocation</b>	<b>\$ 11,500</b>
<b>Remaining FY2024 Balance</b>	<b>\$144,300</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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