

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**



**TUESDAY MARCH 18, 2025**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2024-2025



Derrek Pugh  
District 2  
Vice Chair



Jason Branham  
District 1



Gretchen D. Barron  
District 7



Tyra Little  
District 3



Allison Terracio  
District 5



Paul Livingston  
District 4



Tish Dozier Alleyne  
District 8



Chakísse Newton  
District 11



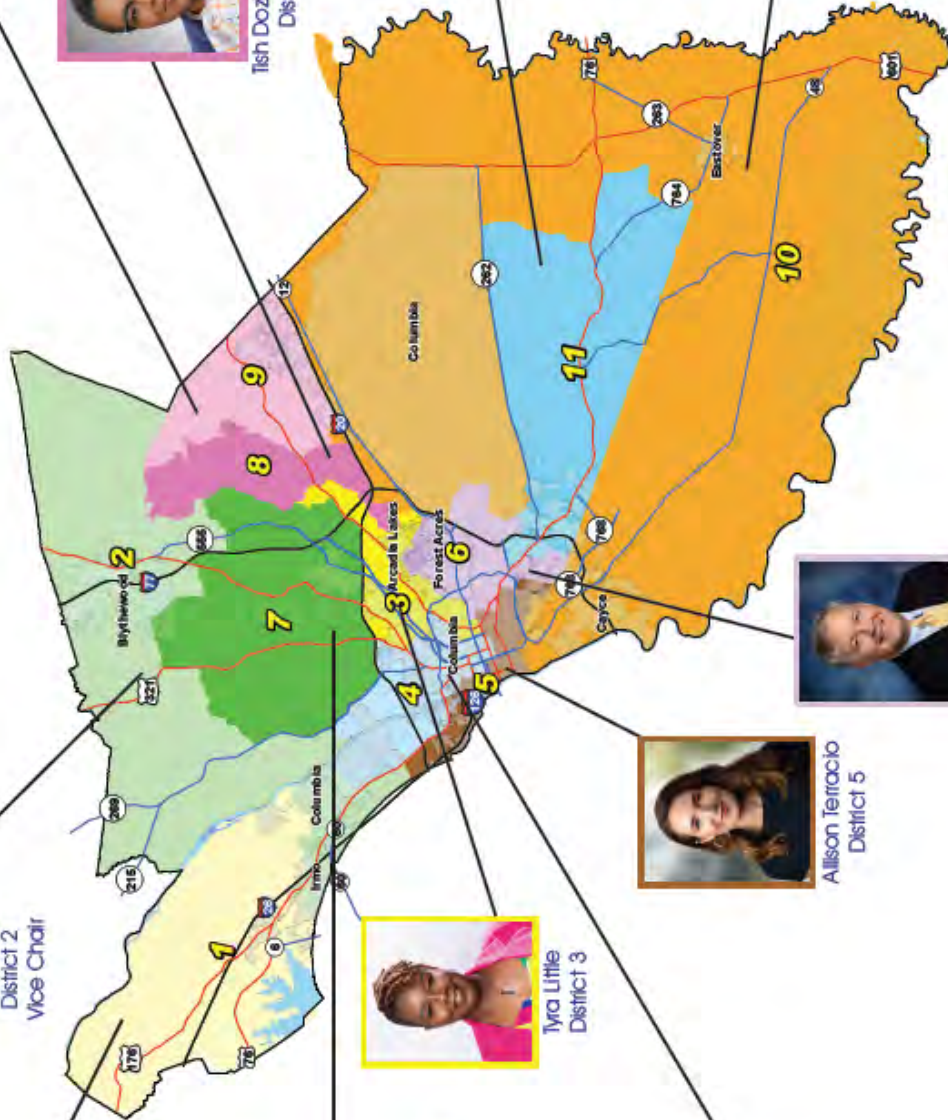
Cheryl D. English  
District 10



Don Weaver  
District 6



Jessica Mackley  
District 9  
Chair





**Richland County  
Regular Session**

**AGENDA**

March 18, 2025 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Jesica Mackey, Chair  
Richland County Council

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

The Honorable Derrek Pugh
3. **PLEDGE OF ALLEGIANCE**

The Honorable Derrek Pugh
4. **PRESENTATION OF RESOLUTIONS**

The Honorable Jesica Mackey

  - a. A Resolution recognizing Alfreda W. Tindal's 45 years of Service to Richland County
  - b. Ratification of Resolution to Honor the Life and Legacy of Angie Stone
5. **APPROVAL OF MINUTES**

The Honorable Jesica Mackey

  - a. Regular Session: March 4, 2025 **[PAGES 10-17]**
6. **ADOPTION OF AGENDA**

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

Patrick Wright,  
County Attorney

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

  - a. Public-Private Partnership Considerations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1), (2), & (5)]
  - b. Project Connect Property [Pursuant to SC Code of Laws, Sec. 30-4-70(a) (2) & (5)]
  - c. Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code Sec. 2-79. and Sec. 2-80 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

d. Property Inquiry - Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

e. Food Safety Case Request [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

**8. CITIZEN'S INPUT**

The Honorable Jessica Mackey

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

**9. CITIZEN'S INPUT**

The Honorable Jessica 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.)

**10. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

a. Updates for Consideration:

1. General Updates [\[PAGE 18\]](#)

2. Richland County Conservation Commission  
FY25-26 Annual Plan & Presentation [\[PAGES 19-35\]](#)

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

1. Columbia International University Request -Federal Earmark 2026 - Science Equipment [\[PAGE 18\]](#)

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

Anette Kirylo,  
Clerk of Council

a. District 2 Re-Zoning Town Hall, March 20, 2025, Doko Manor, 100 Alvina Hagood Circle, Blythewood, 6:00-7:30 PM

b. Districts 8 and 9 Town Hall, March 31, 2025, North Springs Park, 1320 Clemson Road, 6:00-7:30 PM

c. District 7 Annual Community Walk, March 22, 2025, Meadowlake Park, 600 Beckman Road, 9:00 AM

**12. REPORT OF THE CHAIR**

The Honorable Jesica Mackey

**13. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Jesica Mackey

- a. Authorizing the grant of an option to acquire certain real property owned by Richland County, South Carolina to Mark Anthony Brewing, Inc.; authorizing the transfer of such real property on the exercise of the option by Mark Anthony Brewing, Inc., and the satisfaction of certain conditions as set forth in the option agreement; and other matters related thereto
  
- 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 Killian Woods Development, LLC; and other related matters

**14. APPROVAL OF CONSENT ITEMS**

The Honorable Jesica Mackey

- a. Case #24-021MA  
Heather Elenbaum  
M-1 to R4 (83.75 Acres)  
1723 Hardscrabble Road and N/S Hard Scrabble Road  
TMS #R17301-01-01 and 02, R17302-01-01 and 02  
[THIRD READING] {District 7} [\[PAGES 36-37\]](#)
  
- b. Case #24-038MA  
Madison Pickrel  
R2 to R3 (12.93 Acres)  
424 Rabon Road  
TMS #R17209-01-02 [THIRD READING] {District 7}  
[\[PAGES 38-39\]](#)
  
- c. Case #24-043MA  
Krystal Martin  
R4 to LI (2.4 Acres)  
10539 Farrow Road  
TMS #R17500-02-18 [THIRD READING] {District 2}  
[\[PAGES 40-41\]](#)
  
- d. Case #24-047MA  
Todd Corley  
R2 to R3 (1.3 Acres)  
MU1, MU1 & R5 to GC (2.71 Acres)  
Bluff Road, Blair Road, & N/S Blair Road

TMS #R11115-04-06, 07 & 08 [THIRD READING]  
{District 10} [\[PAGES 42-43\]](#)

- e. Case #24-054MA  
Brian Harbison  
RT to R2 (1.03 Acres)  
209 Summer Haven  
TMS #R01312-02-02 [THIRD READING] {District 1}  
[\[PAGES 44-45\]](#)
  
- f. Case #24-056MA  
Phillip Bradley  
RT to R5 (3.59 Acres)  
737 Ross Road  
TMS #R17112-01-02 and R17112-01-03 [THIRD READING] {District 7} [\[PAGES 46-47\]](#)
  
- g. Case #24-057MA  
Phillip Badley  
HM to R3 (5.74 Acres)  
747 Ross Road  
TMS #R17112-02-01 (portion of) [THIRD READING] {District 7} [\[PAGES 48-49\]](#)
  
- h. Case #24-058MA  
Fil Mabry  
AG to HM (64.84 Acres)  
812 Sandfield Road  
TMS #R17800-01-13 [THIRD READING] {District 2}  
[\[PAGES 50-51\]](#)
  
- i. Case #24-059MA  
Joanne Williams  
R6 to R2 (2.43 Acres)  
3931 Baldwin Road  
TMS #R14103-03-10 [THIRD READING] {District 3}  
[\[PAGES 52-53\]](#)
  
- j. Case #24-060MA  
Marco Sarabia  
R6 to R2 (1.02 Acres)  
1711 Bluebird Lane and 1039 Bluebird Drive  
TMS #R14104-04-38 and R14104-04-39 [THIRD READING] {District 3} [\[PAGES 54-55\]](#)
  
- k. Case #25-001MA  
Donald E. Lovett  
R2 to GC (11.72 Acres)  
S/S North Brickyard Road, 1201 and 1215 North  
Brickyard Road, 3517 and 3525 Hardscrabble Road

TMS #R17300-06-10 (portion of), R20100-05-01,  
R20100-05-02, R20100-05-04, R20100-05-05 &  
R20100-05-08 [THIRD READING] {District 7}  
[\[PAGES 56-57\]](#)

- i. Case #25-004MA  
Carol Crooks  
AG to HM (10.55 Acres)  
624 Langford Road  
TMS #R20600-01-04 (portion of) [THIRD  
READING] {District 2} [\[PAGES 58-59\]](#)

**15. THIRD READING ITEMS**

The Honorable Jessica Mackey

- a. Authorizing the grant of an option to acquire certain real property owned by Richland County, South Carolina to Mark Anthony Brewing, Inc.; authorizing the transfer of such real property on the exercise of the option by Mark Anthony Brewing, Inc., and the satisfaction of certain conditions as set forth in the option agreement; and other matters related thereto [\[PAGES 60-76\]](#)
- 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 Killian Woods Development, LLC; and other related matters [\[PAGES 77-102\]](#)
- c. An Ordinance Authorizing deed to the City of Columbia for water lines located at Columbia Mall, Richland County TMS #17001-04-02 [\[PAGES 103-125\]](#)
- d. Case #24-044MA  
Gene Pierce  
AG and HM to R3 (51.52 Acres)  
1519 and 1525 Hardscrabble Road  
TMS #R14600-03-63 and R14600-03-25 {District 7}  
[\[PAGES 126-127\]](#)

**16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. Public-Private Partnership Considerations  
[EXECUTIVE SESSION] [Pursuant to SC Code of Laws,  
Sec. 30-4-70(a)(1), (2), & (5)]

**17. OTHER ITEMS**

The Honorable Jessica Mackey



- a. FY25 - District 5 Hospitality Tax Allocations
  - 1. Transitions Homeless Center - \$5,000  
[PAGES 128-129]
- b. FY25 - District 6 Hospitality Tax Allocations
  - 1. Central Midlands Development Corporation - \$1,000 [PAGES 130-131]
- c. FY25 - District 9 Hospitality Tax Allocations
  - 1. Delta House, Inc. - \$10,000 [PAGES 132-133]

**18. 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

**19. MOTION PERIOD**

**20. ADJOURNMENT**

The Honorable Jessica 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**  
March 4, 2025 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Sandra Haynes, Ashley Fullerton, Angela Weathersby, Kenny Bowen, Lori Thomas, Eric Williams, Jackie Hancock Jennifer Wladischkin, Tamar Black, Michael Maloney, Stacey Hamm, Andy Haworth, Hayden Davis, John Thompson, Maddison Wilkerson, Jeff Ruble, and Synithia Williams.

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 6:00 PM. and noted Councilwoman Little will be participating online in compliance with the Council Rules.
2. **INVOCATION** – The Honorable Cheryl English led the Invocation.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Derrek Pugh.
4. **PRESENTATION OF RESOLUTIONS**
  - a. Resolution Recognizing the Life and Contributions of COMET Vice Chair, John V. Furgess, Sr. (Resolution #2025-0304-001) – Ms. Terracio requested to move the presentation of the resolution until after the Report of the Administrator.
  - b. Resolution Recognizing Alfreda W. Tindal’s 45 years of Service to Richland County

Ms. Mackey moved to take up Item 4(a) after the Report of the County Administrator and defer Item 4(b) until the March 18<sup>th</sup> Council meeting, seconded by Mr. Pugh.

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

The vote in favor was unanimous.
5. **APPROVAL OF MINUTES**
  - a. Special Called Meeting: February 11, 2025
  - b. Zoning Public Hearing: February 25, 2025

Ms. Newton moved to approve the February 11, 2025, and February 25, 2025, minutes as distributed, seconded by Ms. Terracio.

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

The vote in favor was unanimous.
6. **ADOPTION OF AGENDA** – County Attorney Patrick Wright noted there were items under the Report of the Transportation Ad Hoc Committee that require Executive Session and have outside counsel; therefore, Council may want to take them up at the beginning of the meeting.

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

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

The vote in favor was unanimous.

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

- a. Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code Sec. 2-79 and Sec. 2-80 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
- b. Discussion of SC Code Sec. 4-9-195 and Sec. 5-21-140 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- c. Detention Center Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- d. Property Inquiry – Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- e. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) and (5)]
- f. Condemnation Referrals [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- g. Economic Development – Community Road Condemnation Referrals [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- h. Public-Private Partnership Appointments [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1), (2), & (5)]

Mr. Pugh moved to go into Executive Session, seconded by Ms. Barron.

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:12 PM  
and came out at approximately 7:14 PM***

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

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

Not Present: Little

The vote in favor was unanimous.

Ms. Mackey indicated Council entered into Executive Session to receive legal advice for the below listed items. No action was taken in Executive Session.

- a. Discussion of SC Code Sec. 4-9-195 and Sec. 5-21-140 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- b. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) and (5)] – No action was taken.
- c. Public-Private Partnership Appointments [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1), (2), & (5)] – No action was taken.
- d. Condemnation Referrals [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- e. Economic Development – Community Road Condemnation Referrals [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – 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. Greta Clinton, 7435 Monticello Road, Columbia, SC 29203 – Columbia International University
  2. Judith Myers, 3 Pembury Court, Columbia, SC 29223 – Housing Insecurity

10. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Updates for Consideration

1. *General Updates* – No updates were given.
2. *Comprehensive Plan Update* – Community Planning & Development Department Director Synithia Williams stated they have completed Phase I of the Comprehensive Plan Update (Discovery Phase).
  - Over 510 people responded to the Reimagine Richland survey
  - 71% are full-time residents of the County
  - 58% have lived in the County for 20+ years
  - 46% work in Columbia-area
  - Respondents like the County’s location, the quality of life, and proximity to downtown
  - Respondents would like to see more parks, retail, and single-family homes
  - The County should encourage housing, mixed-use, small retail, and employment opportunities
  - Common concerns are traffic, environmental protection, and affordability of housing
  - Focus should be on sustainable and equitable development, economic vitality, environmental and cultural stewardship, accessibility and connectivity, and collaborative growth management

Ms. Williams indicated they will present potential land use scenarios to the Planning Commission and County Council in Phase II. They will schedule a workshop with Council in the Summer but would like to speak one-on-one with Councilmembers. The next Advisory Committee meeting will be March 24<sup>th</sup>. The next public forum is scheduled for May 1<sup>st</sup>. Additional meetings around the County will be scheduled after the public forum.

**POINT OF PERSONAL PRIVILEGE** – Ms. Barron thanked the County Administrator, the Communications Team, and the Ombudsman’s Office for a successful 3<sup>rd</sup> Annual “Go Red” Luncheon.

**PRESENTATION OF RESOLUTIONS**

Resolution Recognizing the Life and Contributions of COMET Vice Chair, John V. Furgess, Sr. – Mr. Pugh moved to adopt a resolution recognizing the life and contributions of COMET Vice Chair, John V. Furgess, Sr., seconded by Ms. Terracio.

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

The vote in favor was unanimous.

Ms. Terracio read the resolution into the record.

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

- a. District 11 Re-Zoning Town Hall, March 13, 2025, 6:00-7:30 PM, Richland County Sheriff’s Department Substation, 2615 Lower Richland Boulevard, Hopkins – Clerk to Council Anette Kirylo announced District 11 is hosting a re-zoning town hall on March 13, 2025, 6:00-7:30 PM, Richland County Sheriff’s Department Substation, 2615 Lower Richland Boulevard.

12. **REPORT OF THE CHAIR** – In honor of Women’s History Month, Ms. Mackey highlighted the following elected official women serving in Richland County Government: Councilwomen Tyra K. Little, Allison Terracio, Gretchen Barron, Tish Dozier Alleyne, Cheryl English, and Chakisse Newton, Clerk of Court Jeanette McBride, Coroner Naida Rutherford, Probate Judge Amy McCulloch, and Treasurer Kendra Dove.

**POINT OF PERSONAL PRIVILEGE** – Ms. English thanked staff for their support at her recent town hall meetings.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance amending the Tourism Development and Accommodations Tax Funds in the FY 2025 Budget Ordinance (No. 018-24HR) of Richland County, South Carolina – No one signed up to speak.
- b. An Ordinance authorizing the deed to the City of Columbia for water lines located at Columbia Mall, Richland County TMS #17001-04-02 – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-021MA, Heather Elenbaum, M-1 to R4 (83.75 Acres), 1723 Hardscrabble Road and N/S Hardscrabble Road, TMS #R17301-01-01 and 02, R17302-01-01 and 02 {District 7} [SECOND READING]
- b. Case #24-038MA, Madison Pickrel, R2 to R3 (12.93 Acres), 424 Rabon Road, TMS #R17209-01-02 {District 7} [SECOND READING]
- c. Case #24-043MA, Krystal Martin, R4 to LI (2.4 Acres), 10539 Farrow Road, TMS #R17500-02-18 {District 2} [SECOND READING]
- d. Case #24-044MA, Gene Pierce, AG to HM to R3 (51.52 Acres), 1519 and 1525 Hardscrabble Road, TMS #R14600-03-63 and R14600-03-25 {District 7} [SECOND READING]

- e. Case #24-047MA, Todd Corley, R2 to R3 (1.3 Acres), MU1, MU1 & R5 to GC (2.71 Acres), Bluff Road, Blair Road, & N/S Blair Road, TMS #R11115-04-06, 07 & 08 {District 10} [SECOND READING]
- f. Case #24-054MA, Brian Harbison, RT to R2, (1.03 Acres), 209 Summer Haven, TMS #R01312-02-02 [SECOND READING]
- g. Case #24-056MA, Phillip Bradley, RT to R5 (3.59 Acres), 737 Ross Road, TMS #R17112-01-02 and R17112-01-03 {District 7} [SECOND READING]
- h. Case #24-057MA, Phillip Bradley, HM to R3 (5.74 Acres), 747 Ross Road, TMS #R17112-02-01(p) {District 7} [SECOND READING]
- i. Case #24-058MA, Fil Mabry, AG to HM (64.84 Acres), 8112 Sandfield Road, TMS #R17800-01-13 {District 2} [SECOND READING]
- j. Case #24-059MA, Joanne Williams, R6 to R2 (2.43 Acres), 3931 Baldwin Road, TMS #R14103-03-10 {District 3} [SECOND READING]
- k. Case #24-060MA, Marco Sarabia, R6 to R2 (1.02 Acres), 1711 Bluebird Lane and 1039 Bluebird Drive, TMS #R14104-04-38 and R14104-04-39 {District 3} [SECOND READING]
- l. Case #25-001MA, Donald E. Lovett, R2 to GC (11.72 Acres), S/S North Brickyard Road, 1201 and 1215 North Brickyard Road, 3517 and 3525 Hardscrabble Road, TMS #R17300-06-10(p), R20100-05-01, R20100-05-02, R20100-05-04, R20100-05-05 & R20100-05-08 {District 7} [SECOND READING]
- m. Case #25-004MA, Carol Crooks, AG to HM (10.55 Acres), 624 Langford Road, TMS #R20600-01-04(p) {District 2} [SECOND READING]
- n. Economic Development – Community Road Phase 2 Widening
- o. Operational Services – Brightly Software – County Facility Master Plan
- p. Sheriff’s Department – DOJ COPS Office Grant and SCDPS Local Law Appropriation Acceptance (Mobile Command Posts)
- q. Utilities – Data FlowSystem Purchase Order Increase

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

Ms. Barron requested to remove Item 14(d) from the Consent list.

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

The vote in favor was unanimous.

Ms. Barron moved to approve Item 14(d), seconded by Ms. Newton.

Ms. Barron stated that Third Reading of this item is contingent upon further discussions with the applicant and the neighbors.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 14(n), (o), (p) and (q) seconded by Councilman Pugh.

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

The motion for reconsideration failed.

15. **THIRD READING ITEM**

- a. An Ordinance amending the Tourism Development and Accommodations Tax Funds in the FY 2025 Budget Ordinance (No. 018-24HR) of Richland County, South Carolina – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

Mr. Branham stated that this item amends the current fiscal budget and is not an allocation that will be in place indefinitely. It will be reviewed annually as a part of the budgeting process. This type of funding, which comes through Accommodations Tax, is authorized to be collected through State law. That same State law sets forth seven (7) specific categories on which the funds can be expended. The motion is that more or less one-seventh of the funds collected be expended for affordable housing assistance, specifically for public servants (i.e., first responders and school employees). The total allocation is approximately \$300,000. He noted there is funding that has not been expended or allocated. In lieu of having the funds sit there, this is a motion to have

the funds expended in a way authorized by State law. His understanding from speaking with the movant additional parameters will be voted on at a later date.

Ms. Mackey stated that as the maker of the initial motion, the next step is to amend the budget for the funds. She noted that last year, the General Assembly allowed up to 15% of Accommodations Tax to be utilized for affordable housing measures. Affordable housing is an issue within South Carolina and Richland County. As elected officials, we should help find ways to ensure affordable housing options are available for our constituents. As a body, it is a good idea to take advantage of the opportunity for County employees, public safety officials, and those working in the school districts.

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

The vote in favor was unanimous.

16. **SECOND READING ITEM**

- a. An Ordinance authorizing deed to the City of Columbia for water lines located at Columbia Mall, Richland County TMS #17001-04-02 – Mr. Pugh moved to approve this item, seconded by Ms. Mackey.

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

The vote in favor was unanimous.

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

- a. Public-Private Partnership Appointments [EXECUTIVE SESSION] [Pursuant to SC Code of Laws, Sec. 30-4-70(a)1, (2), & (5)] – Mr. Livingston stated the public-private partnership appointments include the proposed board members, initial board terms, and private sector co-chair. The committee recommended approval of this item.

Mr. Branham stated it is his understanding the names of the proposed board members will not be made public tonight or before a vote on the matter. He noted he would prefer to see the names made public as other appointments by council are done; therefore, he will be voting against this item.

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

Opposed: Branham

The vote was in favor.

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

In Favor: Branham and Terracio

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

The motion for reconsideration failed.

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

**A. NOTIFICATION OF APPOINTMENTS**

1. Airport Commission – One (1) Vacancy (Applicant must reside within a two-mile radius of the airport)
2. Board of Assessment Appeals – Two (2) Vacancies
3. Building Codes Board of Appeals – Seven (7) Vacancies (ONE applicant must be from the Architectural Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from the Fire Industry, as alternates)
4. Midlands Regional Convention Center Authority – Two (2) Vacancies
5. River Alliance – One (1) Vacancy

Ms. Barron stated the committee recommended appointing Roy Harrill to the **Airport Commission**; Cynthia Blair to the **Board of Assessment Appeals**; Brittany Watts (Contractor) to the **Building Codes Board of Appeals**; Kim Crafton and Amber Martin to the **Midlands Regional Convention Center Authority**, and Angel Lee to the **River Alliance**. The remaining vacancies will be re-advertised.

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

The vote in favor was unanimous.

Ms. Barron noted we continue to get a stellar group of individuals applying for these vacancies and asked Councilmembers to please encourage their constituents to apply for these vacancies.

## **B. NOTIFICATION OF VACANCIES**

1. **Accommodations Tax Committee** – Six (6) Vacancies (TWO applicants must have a background in the lodging industry, TWO applicants must have a background in the hospitality industry, ONE must have a cultural background, and ONE is an at-large position)
2. **Board of Assessment Appeals** – One (1) Vacancy
3. **Building Codes Board of Appeals** – Six (6) Vacancies (ONE applicant must be from the Architectural Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from the Fire Industry, as alternates)
4. **Business Service Center Appeals Board** – Two (2) Vacancies (Applicants must be CPAs)
5. **Employee Grievance Committee** – Three (3) Vacancies (Applicants must be Richland County Government employees; TWO applicants will serve as alternates)
6. **Hospitality Tax Committee** – Five (5) Vacancies (TWO applicants must be from the Restaurant Industry)
7. **Midlands Workforce Development Board** – One (1) Vacancy (Applicant must represent the Private Sector)
8. **Procurement Review Panel** – Five (5) Vacancies (ONE applicant must represent the Construction Industry, ONE applicant must represent the Professional Services Industry, ONE applicant must represent the Service Industry, ONE applicant must represent the Public Procurement Industry, and ONE must represent the Consumer Industry)

Ms. Barron stated the committee recommended advertising the vacancies mentioned above.

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

The vote in favor was unanimous.

## **19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Transportation Advisory Committee Recommendation – Remaining 2012 Project List – Mr. Livingston stated the committee recommended approving the changes to the remaining 2012 Referendum Projects list that carried forward to the 2024 Referendum.

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

The vote in favor was unanimous.

- b. Dirt Road Package O Contingency Increase – Mr. Livingston stated the committee recommended approval of an increase to the contingency for change order #3 in the amount of \$68,166.50.

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

The vote in favor was unanimous.

Mr. Livingston moved to reconsider Items 19(a) and (b), seconded by Ms. Barron.

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

The motion for reconsideration failed.

- c. Condemnation Referrals [EXECUTIVE SESSION] [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- d. Economic Development – Community Road Condemnation Referrals [Pursuant to SC Code of Laws, Sec. 30-04-70(a)(2)]

Mr. Livingston stated the committee recommended approval of Items 19(c) and (d).

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

The vote in favor was unanimous.

Mr. Livingston moved to reconsider Items 19(c) and (d), seconded by Ms. Barron.



Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
The motion for reconsideration failed.

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

- a. Consultant Contract [EXECUTIVE SESSION] [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – This item was taken up in Executive Session.

Ms. Newton stated the committee recommended moving forward with an RFP process and accepting Council feedback.

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

The vote in favor was unanimous.

- b. 2025 Administrator Evaluation and Contract Renewal [EXECUTIVE SESSION] [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – This item was taken up in Executive Session.

Ms. Newton stated the committee recommended moving forward with a goal-setting evaluation, as discussed in Executive Session.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 20(a) and (b), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

21. **OTHER ITEMS**

- a. FY25 District 4 Hospitality Tax Allocations (Varna International Music Academy - \$7,000; Auntie Karen Foundation - \$4,000)
- b. FY25 District 5 Hospitality Tax Allocations (SC Philharmonic - \$5,000)
- c. FY25 – District 6 Hospitality Tax Allocations (ColaJazz Foundation - \$5,000; A. C. Flora High School – Forest Acres Classic - \$20,000)
- d. FY25 – District 9 Hospitality Tax Allocations (Richland County Recreation Foundation - \$10,000)

Ms. Barron moved to approve Items 21(a) – 21(d), seconded by Ms. Newton.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 21(a) – 21(d), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

22. **EXECUTIVE SESSION**

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

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 8:03 PM  
and came out at approximately 8:31 PM***

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

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

The vote in favor was unanimous.

Ms. Mackey indicated Council entered into Executive Session to receive legal advice for the below listed items. No action was taken in Executive Session.

- a. Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code Sec. 2-79 and Sec. 2-80 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – No action was taken.
- b. Detention Center Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- c. Property Inquiry – Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Terracio moved to authorize the County Administrator to proceed with Façade(1)(b), as discussed in Executive Session, seconded by Ms. Barron.

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

Not Present: Little

The vote in favor was unanimous.

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

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

Not Present: Little

The motion for reconsideration failed.

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

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:36 PM.

**RICHLAND COUNTY  
ADMINISTRATION**

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



## Report of the County Administrator

**REGULAR SESSION** Tuesday, March 18, 2025

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### ITEMS FOR EXECUTIVE SESSION:

DISCUSSION AND LEGAL ADVICE CONCERNING DUTIES OF THE COUNTY ADMINISTRATOR REGARDING RICHLAND COUNTY CODE SEC. 2-79. AND SEC. 2-80 [PURSUANT TO S.C. CODE OF LAWS, SEC. 30-4-70(A)(1)]

PROPERTY INQUIRY - CAPITAL PROJECTS: COLUMBIA PLACE MALL [PURSUANT TO SC CODE OF LAWS, SEC. 30-4-70(A)(2)]

### UPDATES FOR CONSIDERATION:

GENERAL UPDATES

RICHLAND COUNTY CONSERVATION COMMISSION FY25-26 ANNUAL PLAN & PRESENTATION

### ADMINISTRATOR'S NOMINATION:

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

COLUMBIA INTERNATIONAL UNIVERSITY REQUEST - FEDERAL EARMARK 2026 - SCIENCE EQUIPMENT: The Columbia International University has requested County Council's support of its application to Senator Graham and Representative Clyburn for Congressionally Directed Funding to support science equipment needed to double the CIU Nursing and STEM programs.

### ATTACHMENTS:

1. Richland County Conservation Commission FY25-26 Annual Plan & Presentation

**Richland County Conservation Commission (RCCC) FY25-26 Annual Plan  
(March 18, 2025)**

**Introduction**

Richland County Council created the RCCC by ordinance in 1998. The RCCC is charged with promoting the protection of the county's natural, historic, and cultural resources and promoting nature-based recreation and eco- and heritage tourism. The commission does this by negotiating voluntary protection strategies with landowners through conservation easements and land acquisition, and through grant programs and special projects. Each of the eleven members of County Council appoints a representative to the RCCC ([RCCC Members](#)). The members have backgrounds in land conservation, historic preservation, and other related fields. Members meet monthly and serve without pay. The Conservation Division in the Community Planning & Development Department provides staff support to the RCCC.

Richland County ordinance Chapter 2: Administration; Article VII. Boards, Commissions and Committees; Section 2-332 Boards, commissions and committees created states the RCCC shall prepare and submit to County Council an Annual Plan.

**Financial Summary for Fiscal Year 2025 (FY24-25)**

As of January 29, 2025, the RCCC has spent \$826,552 in FY24-25 from its \$2,168,355 budget for salaries and benefits, professional services, property management, and normal operating expenses. Large projects completed include the Heritage Tourism Marketing Plan (HTMP), replacement of a flood damaged bridge on the Mill Creek property, approval of a cemetery ordinance to improve and enhance the County's abilities to protect historic cemeteries, and the continued management of the Mill Creek Mitigation Bank credit sales.

Ongoing projects include the following:

- a) \$7,500 financial support to the Richland County Ag & Art Tour, an agritourism event that pairs artisans with farmers to educate visitors on agriculture, conservation, and local resource use, while supporting small local economies by fostering direct connections between visitors and small-scale businesses.
- b) implementation of the HTMP which recommended the development of a self-guided tour for which a smartphone, tablet or laptop can be used to engage in a curated audio tour of Richland County African American historic sites and includes a user-friendly interactive map, a GPS-triggered audio narration, and text/images/weblinks
- c) the development of a Historic Preservation Plan (HPP) to be included in the RC Comprehensive Plan for the County to help direct our efforts to promote and protect our historic and cultural resources
- d) in partnership with the University of South Carolina Small Business Development Center to provide small business consulting and training for residents to support the goals of the Lower Richland Tourism Plan (LRTP)
- e) the purchase of several large tracts of conservation land in conjunction with the South Carolina Conservation Bank and other partners

The RCCC's grant program also awarded \$250,000 in Community Conservation Grants for FY24-25 and has distributed \$55,301.30 to grantees for their projects as of January 29, 2025.

Staff vacancies, turnover, and unsuccessful attempts to acquire conservation tracts have led to reduced spending in FY24-25. However, we have successfully filled nearly all open positions and anticipate having the Land Program Planner role filled by April 2025, achieving full staffing.

Any funds not expended from the ½ mill appropriated to the RCCC during the year are collected in the Conservation Fund Balance for later use for large projects or property purchases.

### **Significant Resources**

The RCCC has produced or sponsored numerous plans and studies documenting the significant natural, cultural, and historical resources in the county. These plans and studies outline potential actions the RCCC may undertake to protect these resources. These documents include the Lower Richland Tourism Plan (LRTP, Attachment A), Final Report – Richland County Cemetery Survey (Attachment B), Richland County Historical Resources (Attachment C), the Richland County Green Infrastructure GIS Analysis (Attachment D), as well as other supporting documents for property management (Attachments E and F), and strategic planning (Attachment G).

### **Recommendations for Acquisition**

RCCC acquires property for conservation purposes through donation and purchase. It also acquires property rights through conservation easements. Areas of Richland County which are prioritized for protection are detailed in the Richland County Green Infrastructure GIS Analysis (Attachment D). Utilizing Geographical Information System (GIS) layers and analysis, six watersheds were identified within the county for priority protection:

- Priority Area 1 – Myers Creek/Cabin Branch Watershed
- Priority Area 2 – Sandy Run Watershed
- Priority Area 3 – Mussel Creek Watershed
- Priority Area 4 – Big Cedar Creek Watershed
- Priority Area 5 – Wateree Creek Watershed
- Priority Area 6 – COWASSE Basin

Although these six watersheds have been selected for prioritization, other areas in the county will be considered for acquisition if they are presented to the RCCC. The RCCC's Conservation Easement Strategic Plan (Appendix G) identifies additional criteria for evaluating properties for protection. Specific properties identified for acquisition potential are not provided in this report due to ongoing or potential contract negotiations.

Financing strategy: These acquisitions will be financed through RCCC's ½ mill, individual donations of property or property rights through conservation easements, grants and other funds where available.

### **Recommendations for Lease**

No new recommendations for lease outside of the existing Columbia Rowing Club lease for the boat shed and a portion of the County-owned Broad River property. This lease was approved by County Council at its December 5, 2023 Regular Session meeting.

### **Recommendations for Development**

RCCC recommends and is working towards the issuance of \$300,000 in Conservation Grants (Attachment H) to organizations and constituents to protect existing natural, cultural and historical resources. Managing existing conservation resources, completing the first RC HPP to help protect our

historic and cultural resources, implementing the HTMP to produce the self-guided tour, purchasing additional conservation properties, selecting a vendor for the Conservation Land Management and Open Space Strategy, placing conservation easements on nearly 700 acres of county-owned conservation property, and improving the roads on the Mill Creek property are the largest of RCCC’s proposed FY25-26 objectives. These projects would be financed through grants (if available), partnerships with other entities and constituents, and the use of the RCCC ½ mill special revenue funds.

Funding Source	Project
½ mill special revenue fund	<p>Grants</p> <ul style="list-style-type: none"> <li>• FY24-25 Conservation Commission Grants (\$250K) (Appendix I) <ul style="list-style-type: none"> <li>○ Review, approve, and pay grant reimbursement requests</li> <li>○ Participate in grant tours, open houses, and other events</li> <li>○ Publicize grant accomplishments through Richland County’s Office of Communications (OOC) when appropriate</li> </ul> </li> <li>• FY25-26 Conservation Commission Grants (\$300K) <ul style="list-style-type: none"> <li>○ Advertise application period in partnership with OOC (completed)</li> <li>○ Review and rank applications (completed)</li> <li>○ Recommend applications for award (completed)</li> <li>○ Notify applicants of awards</li> <li>○ Conduct grantee information session</li> <li>○ Publicize grant recipients through OOC</li> </ul> </li> </ul>
½ mill special revenue fund and donations	<ul style="list-style-type: none"> <li>• Conservation Easements (over 1,200 acres) <ul style="list-style-type: none"> <li>○ Monitor existing easements</li> <li>○ Evaluate potential easements (specific properties not disclosed due to ongoing negotiations with land owners) in accordance with the Conservation Easement Strategic Plan (Attachment G) and the Richland County Green Infrastructure GIS Analysis (Attachment E). Although these areas have been prioritized, proposed easements which meet the easement criteria but exist in other areas of the County will also be considered by the RCCC for acquisition.</li> <li>○ Troubleshoot issues/provide customer service to existing easement donors</li> </ul> </li> </ul>
General Fund Transfer In (*except where otherwise noted)	<ul style="list-style-type: none"> <li>• Land Management (approximately 3,800 acres) <ul style="list-style-type: none"> <li>○ Place easements on nearly 700 acres of county-owned conservation property to protect those lands and generate nearly \$700,000 in revenue to support land management activities</li> <li>○ Manage Cabin Branch</li> <li>○ Manage Mill Creek <ul style="list-style-type: none"> <li>▪ Complete construction of new bridge on entrance road based on design plans *(working towards utilizing CDBG and ½ mill funds) and continue road improvements</li> <li>▪ Manage Mitigation Bank *(Transportation Penny, Economic Development, General Fund and ½ mill)</li> </ul> </li> <li>○ Manage Pinewood Lake Park <ul style="list-style-type: none"> <li>▪ Support regular volunteer workdays</li> <li>▪ Support Pollinator Garden (grants and volunteers)</li> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>▪ Enhance conservation education programs</li> <li>▪ Add additional signage on history and nature</li> <li>○ Manage Broad River Road property * (RCCC Funds)</li> <li>○ Select a vendor for the Conservation Land Management and Open Space Strategy development for guidance on how to protect existing lands, increase public access to natural resources and move forward in our mission.</li> </ul>
½ mill special revenue fund	<ul style="list-style-type: none"> <li>• Historic Markers <ul style="list-style-type: none"> <li>○ Provide funding for historic markers</li> <li>○ Publicize marker unveilings through OOC</li> </ul> </li> </ul>
½ mill special revenue fund, grants, H-Tax, and donations where available	<ul style="list-style-type: none"> <li>• Special Projects <ul style="list-style-type: none"> <li>○ Continue implementation of LRTP <ul style="list-style-type: none"> <li>▪ Hire specialized contractor to find local interested individuals to develop identified and unidentified tourism experiences in Lower Richland</li> <li>▪ Provide access to small business training and other resources to aid in small business start-ups</li> <li>▪ Improve road on Mill Creek property</li> </ul> </li> <li>○ Begin implementation of the Forest Stewardship Plan <ul style="list-style-type: none"> <li>▪ Begin timber harvesting based on the Forestry Stewardship Plan</li> <li>▪ Utilize funds to maintain and enhance property (installation of fire breaks, road improvements, replanting, short- and long-term property master plans, and other items)</li> </ul> </li> <li>○ Heritage Tourism Marketing Plan <ul style="list-style-type: none"> <li>▪ Continue implementation of recommendations from the plan</li> </ul> </li> <li>○ Richland County Historic Preservation Plan <ul style="list-style-type: none"> <li>▪ Work with the contractor to develop plan for the preservation and promotion of County historic and cultural resources</li> </ul> </li> <li>○ Conservation Property Purchases – to be announced</li> </ul> </li> </ul>

Attachments (Links provided below - documents not printed for brevity and can be printed on request):

- A) [Lower Richland Tourism Plan](#)
- B) [Final Report - Richland County Cemetery Survey and other cemetery information](#)
- C) [Richland County Historical Resources – May 2017](#)
- D) [Richland County Green Infrastructure GIS Analysis](#)
- E) [Conservation Land Management Manual](#)
- F) [Conservation Easement Program Strategic Plan](#)
- G) [RCCC Strategic Plan – Amended in 2022](#)
- H) [FY24-25 Richland County Conservation Commission Grants](#)





# Richland County Conservation Commission

## FY2025-2026 Annual Work Plan

County Council  
March 18, 2025

# About RCCC

- Created by ordinance in 1998
- 11 appointed commissioners
- Promotes the protection of the county's natural historical, and cultural resources and promotes nature-based recreation and eco- and heritage tourism.



Conservation Easements



Historic Preservation Grants



Conservation Grants



Special Projects

# What are Richland County's significant resources?

Significant natural, cultural and historic resources documented in:

- Lower Richland Tourism Plan
- Feasibility of Stream and Wetland Restoration Alternatives for Walden Pond
- Richland County Cemetery Survey
- Richland County Historical Resources
- Richland County Green Infrastructure GIS Survey
- Additional property management and strategic planning documents





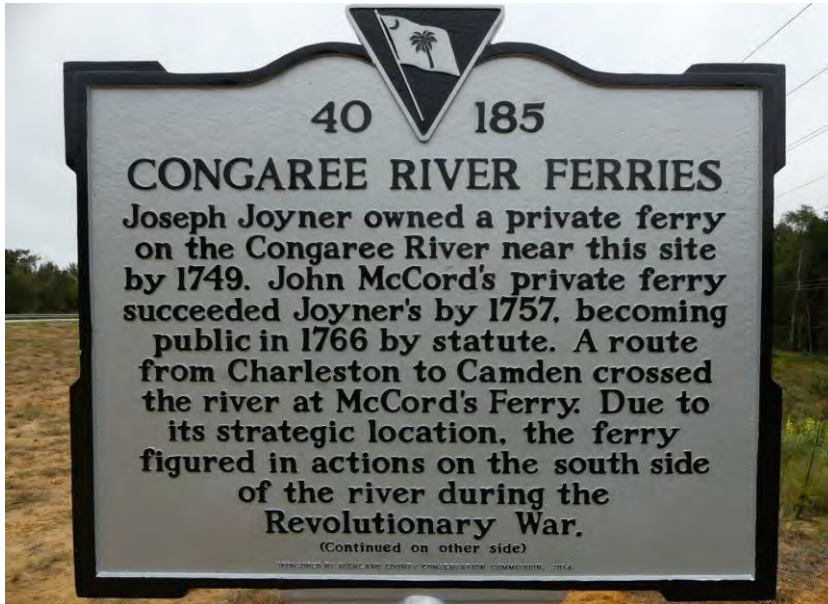
# FY25-26 Recommendations for Development

- Funding Source: ½ mil Special Revenue Fund
- Conservation Commission grants (\$250K (current) to \$300K in FY25-26)
  - Historic Preservation
  - Natural Resources



# FY25-26 Recommendations for Development

- Funding Source: ½ mil Special Revenue Fund
- Historic Markers





# FY25-26 Recommendations for Development

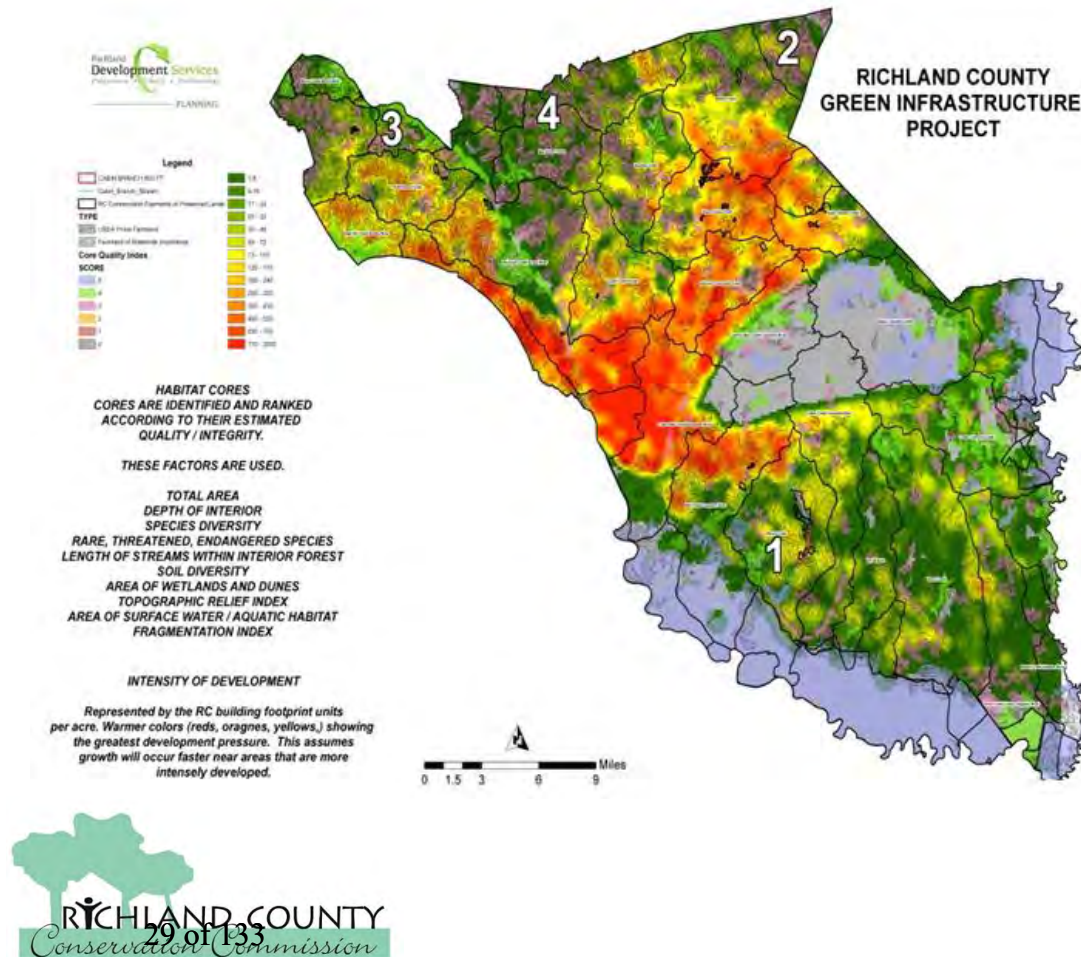
- Funding Source: ½ mil Special Revenue Fund
- Conservation easement monitoring, evaluation and acquisition



# Recommendations for Acquisition

Richland County Green Infrastructure Analysis identifies properties to protect either through conservation easements or acquisition. Priority watersheds are:

- Myers Creek/Cabin Branch
- Sandy Run
- Mussel Creek
- Big Cedar Creek
- Wateree Creek
- COWASEE Basin





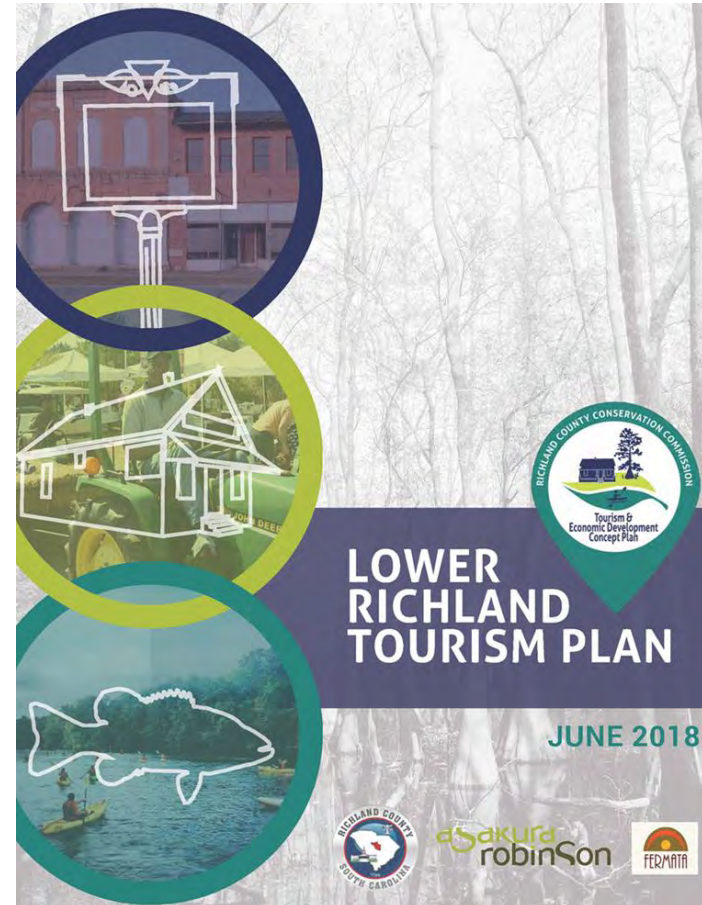
# FY25-26 Recommendations for Development

- Funding Source: ½ mil Special Revenue Fund and the General Fund Transfer In (\$143,988)
  - Land management of approx. 3,800 acres, including Mill Creek, Cabin Branch, Pinewood Lake Park, Broad River property
  - Place easements on nearly 700 acres of county-owned conservation property to protect those lands and generate revenue over \$700,000.
  - Begin development of Conservation Land Management and Open Space Strategy for county-owned conservation lands



# FY25-26 Recommendations for Development

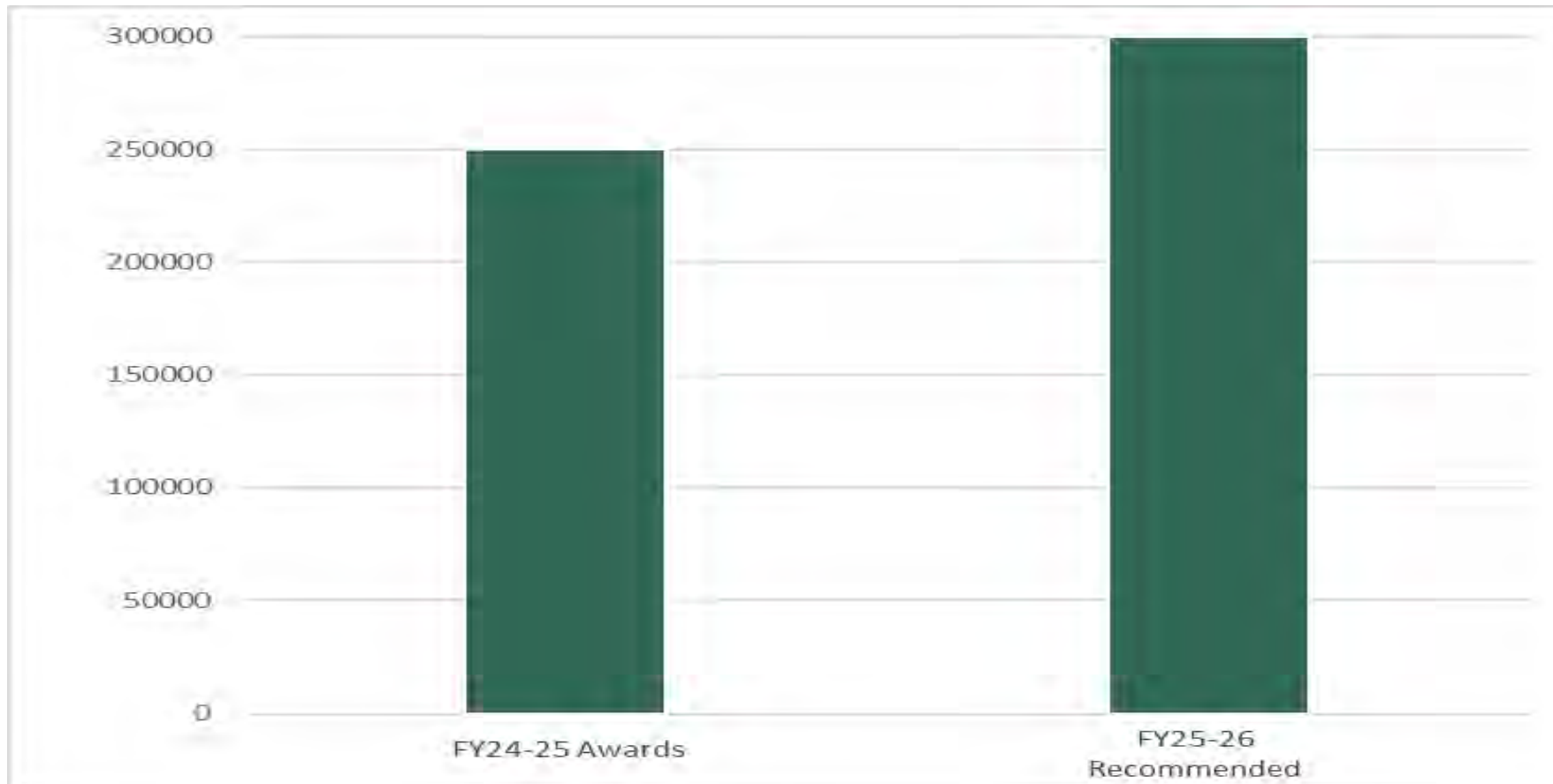
- Funding Source: ½ mil Special Revenue Fund, other county funding, grants, and donations
- LRTP added as an amendment to county Comprehensive plan (FY23)
  - All land purchases and any projects \$100K and over require Council approval
  - USC-SBDC small business development training and consulting
  - Forest Stewardship Plan (FY24)
  - Implementation of HPP recommendations



# Ongoing Projects

- \$7,500 financial support to the Richland County Ag & Art Tour, an agritourism event that pairs artisans with farmers to educate visitors on agriculture, conservation, and local resource use, while supporting small local economies by fostering direct connections between visitors and small-scale businesses
- Implementation of the HTMP which recommended the development of a self-guided tour for which a smartphone, tablet or laptop can be used to engage in a curated audio tour of Richland County African American historic sites; the tour includes a user-friendly interactive map, GPS-triggered audio narration, and text/images
- Completion of the first Historic Preservation Plan for the County to help direct our efforts to promote and protect our historic and cultural resources
- Negotiations to purchase large tracts of conservation land and historic properties in conjunction with the South Carolina Conservation Bank and other partners
- Replacement of the flood-damaged Mill Creek Bridge providing crucial access to the property

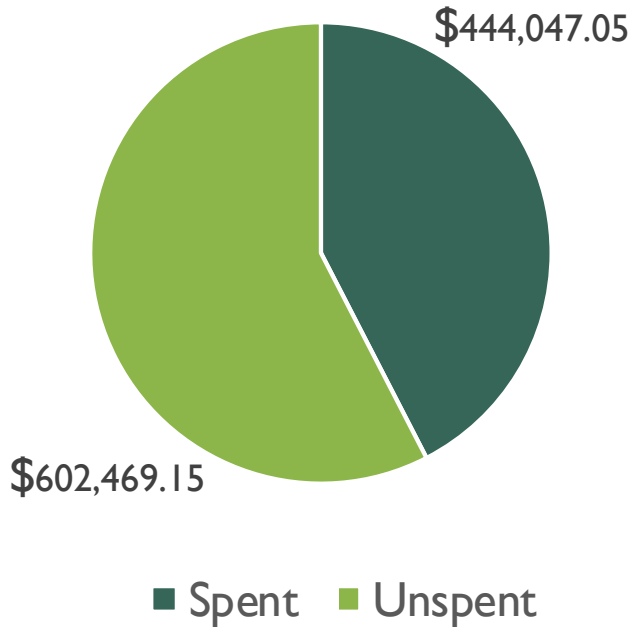
# Financial Summaries – Conservation Grants



Historically \$250,000 is awarded annually to Natural Resource and Historic Preservation Grants. RCCC has recommended increasing the total award amount to \$300,000 for FY25-26.

# FY23 & FY24 Financial Summaries

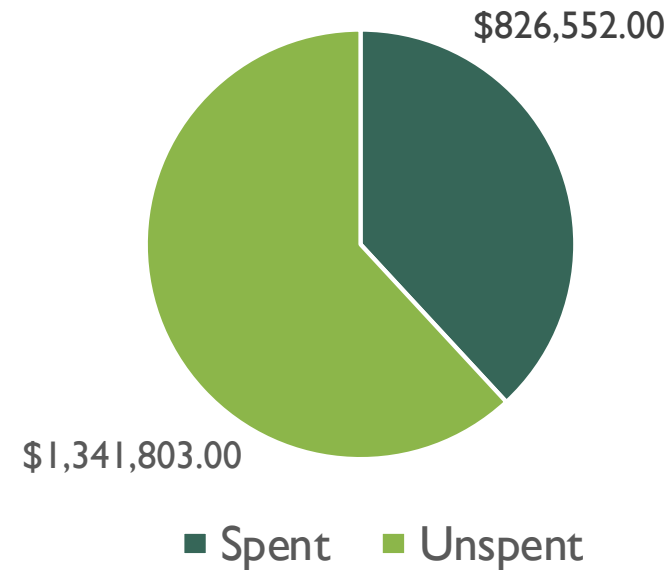
FY24 RCCC Budget



42% of FY24 total budget was spent for salaries and benefits, professional services, property management, and normal operating expenses.

- Underspending due to staff vacancies. Unspent funds from 1/2 mil collected in Special Revenue Fund balance

FY25 RCCC Budget (January 29, 2025)



38% of FY25 total budget has been spent to date (January 29, 2025) for salaries and benefits, professional services, property management, and normal operating expenses. Staff turnover and unsuccessful attempts to acquire large conservation tracts led to underspending. Large projects include:

- Mill Creek bridge project
- Heritage Tourism Marketing Plan (HTMP)
- Historic Preservation Plan (HPP)

Thank you for your time!

## Questions?

John Grego, Chairman

Richland County Conservation Commission

803-331-3366

[jimgrego2003@gmail.com](mailto:jimgrego2003@gmail.com)



## Richland County Council Request for Action

**Subject:**

Case #24-21MA  
Heather Elenbaum  
M-1 to R4 (83.75 Acres)  
1723 Hardscrabble Road and N/S Hard Scrabble Road  
TMS #R17301-01-01 and 02, R17302-01-01 and 02

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025



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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R17301-01-01, R17301-01-01, 17302-01-01, AND 17302-01-02 FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO RESIDENTIAL FOUR DISTRICT (R4); 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 properties described as TMS # R17301-01-01, R17301-01-01, 17302-01-01, and 17302-01-02 from Light Industrial District (M-1) to Residential Four District (R4).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-038MA  
Madison Pickrel  
R2 to R3 (12.93 Acres)  
424 Rabon Road  
TMS #R17209-01-02

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17209-01-02 FROM RESIDENTIAL TWO DISTRICT (R2) TO RESIDENTIAL THREE DISTRICT (R3); 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 properties described as TMS # R17209-01-02 from Residential Two District (R2) to Residential Three District (R3).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-043MA  
Krystal Martin  
R4 to LI (2.4 Acres)  
10539 Farrow Road  
TMS #R17500-02-18

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17500-02-18 FROM RESIDENTIAL FOUR DISTRICT (R4) TO LIGHT INDUSTRIAL DISTRICT (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # R17500-02-18 from Residential Four District (R4) to Light Industrial District (LI).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-047MA  
Todd Corley  
R2 to R3 (1.3 Acres)  
MU1, MU1 & R5 to GC (2.71 Acres)  
Bluff Road, Blair Road, & N/S Blair Road  
TMS #R11115-04-06, 07 & 08

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R11115-04-06, R11115-04-07 AND R11115-04-08 FROM NEIGHBORHOOD MIXED-USE DISTRICT (MU1) AND NEIGHBORHOOD MIXED-USE DISTRICT (MU1) AND RESIDENTIAL FIVE DISTRICT (R5) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # R11115-04-06, R11115-04-07 and R11115-04-08 from Neighborhood Mixed-Use District (MU1) and Neighborhood Mixed-Use District (MU1) and Residential Five District (R5) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-054MA  
Brian Harbison  
RT to R2 (1.03 Acres)  
209 Summer Haven  
TMS #R01312-02-02

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025



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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R01312-02-02 FROM RESIDENTIAL TRANSITION DISTRICT (RT) 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 # 01312-02-02 from Residential Transition District (RT) 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 \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Jessica Mackey, Chair

Attest this \_\_\_\_\_ day of

\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-056MA  
Phillip Bradley  
RT to R5 (3.59 Acres)  
737 Ross Road  
TMS #R17112-01-02 and R17112-01-03

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R17112-01-02 AND R17112-01-03 FROM RESIDENTIAL TRANSITION DISTRICT (RT) TO RESIDENTIAL FIVE DISTRICT (R5); 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 properties described as TMS # R17112-01-02 and R17112-01-03 from Residential Transition District (RT) to Residential Five District (R5).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-057MA  
Phillip Badley  
HM to R3 (5.74 Acres)  
747 Ross Road  
TMS #R17112-02-01 (portion of)

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17112-02-01 (PORTION OF) FROM HOMESTEAD DISTRICT (HM) TO RESIDENTIAL THREE DISTRICT (R3); 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 properties described as R17112-02-01 (portion of) from Homestead District (HM) to Residential Three District (R3).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-058MA  
Fil Mabry  
AG to HM (64.84 Acres)  
812 Sandfield Road  
TMS #R17800-01-13

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R18700-01-13 FROM AGRICULTURAL DISTRICT (AG) TO HOMESTEAD DISTRICT (HM); 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 # R17800-01-13 from Agricultural District (AG) to Homestead District (HM).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-059MA  
Joanne Williams  
R6 to R2 (2.43 Acres)  
3931 Baldwin Road  
TMS #R14103-03-10

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025



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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R14103-03-10 FROM RESIDENTIAL SIX DISTRICT (R6) 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 properties described as TMS # R14103-03-10 from Residential Six District (R6) 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 \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-060MA  
Marco Sarabia  
R6 to R2 (1.02 Acres)  
1711 Bluebird Lane and 1039 Bluebird Drive  
TMS #R14104-04-38 and R14104-04-39

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R14104-04-38 AND R14104-04-39 FROM RESIDENTIAL SIX DISTRICT (R6) 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 properties described as TMS # R14104-04-38 and R14104-04-39 from Residential Six District (R6) 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 \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #25-001MA  
Donald E. Lovett  
R2 to GC (11.72 Acres)  
S/S North Brickyard Road, 1201 and 1215 North Brickyard Road, 3517 and 3525  
Hardscrabble Road  
TMS #R17300-06-10 (portion of), R20100-05-01, R20100-05-02, R20100-05-04,  
R20100-05-05 & R20100-05-08

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17300-06-10 (PORTION OF), R20100-05-01, 02, 04, 05 AND 08 FROM RESIDENTIAL TWO DISTRICT (R2) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # R17300-06-10 (portion of), R20100-05-01, 02, 04, 05 and 08 from Residential Two District (R2) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Case #25-004MA  
Carol Crooks  
AG to HM (10.55 Acres)  
624 Langford Road  
TMS #R20600-01-04 (portion of)

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R20600-01-04 (PORTION OF) FROM AGRICULTURAL DISTRICT (AG) TO HOMESTEAD DISTRICT (HM); 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 # R20600-01-04 (portion of) from Agricultural District (AG) to Homestead District (HM).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025

## Richland County Council Request for Action

**Subject:**

Authorizing the grant of an option to acquire certain real property owned by Richland County, South Carolina to Mark Anthony Brewing, Inc.; authorizing the transfer of such real property on the exercise of the option by Mark Anthony Brewing, Inc., and the satisfaction of certain conditions as set forth in the option agreement; and other matters related thereto

**Notes:**

First Reading: February 4, 2025  
Second Reading: February 11, 2025  
Third Reading:  
Public Hearing:



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

**AUTHORIZING THE GRANT OF AN OPTION TO ACQUIRE CERTAIN REAL PROPERTY OWNED BY RICHLAND COUNTY, SOUTH CAROLINA TO MARK ANTHONY BREWING, INC.; AUTHORIZING THE TRANSFER OF SUCH REAL PROPERTY ON THE EXERCISE OF THE OPTION BY MARK ANTHONY BREWING, INC. AND THE SATISFACTION OF CERTAIN CONDITIONS AS SET FORTH IN THE OPTION AGREEMENT; AND OTHER MATTERS RELATED THERETO**

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

WHEREAS, the County and Mark Anthony Brewing, Inc. (“Mark Anthony”) previously entered into that certain Additional Project Land Purchase agreement effective as November 10, 2020 (as amended and supplemented, the “Purchase Agreement”) pursuant to which the County transferred to Mark Anthony certain property (“Property”) located adjacent to Mark Anthony’s existing facility (“Existing Facility”) in the County;

WHEREAS, the County transferred the Property to Mark Anthony for the purpose of Mark Anthony locating either an expansion of the Existing Facility or a supplier benefitting the operations at the Existing Facility on such Property which, in either case, the County expected would result in an investment in taxable real and personal property in excess of One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00) (collectively “Additional Project”);

WHEREAS, pursuant to the Purchase Agreement, the County transferred the Property to Mark Anthony subject to a right of reversion which was conditioned on the non-occurrence of the Additional Project by a date certain (the “Reversion Right”);

WHEREAS, the conditions required to trigger the Reversion Right were satisfied and Mark Anthony is reconveying the Property back to the County;

WHEREAS, Mark Anthony has represented to the County that it expects to undertake the Additional Project (or cause the Additional Project to be undertaken);

WHEREAS, to encourage the Additional Project, the County, as optionor and seller, desires to grant an option in the Property to Mark Anthony, as optionee and seller, pursuant to the Option Agreement, the substantially final form of which is attached hereto as Exhibit A (“Option Agreement”); and

WHEREAS, the terms of the Option Agreement grant to Mark Anthony an option to acquire the Property (as more particularly described in the Option Agreement) subject to achieving certain conditions as set forth in the Option Agreement, including the Mark Anthony demonstrating, to the County’s satisfaction, that Mark Anthony is prepared to proceed with the Additional Project.

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

**Section 1. Findings.** County Council determines that the grant of the option in the Property to Mark Anthony and, on the valid exercise of the option by Mark Anthony, the transfer of the Property to Mark

Anthony are each proper governmental and public purposes and are anticipated to benefit the general public welfare of the County.

**Section 2. Approval of Option and Transfer of the Property; Authorization to Execute the Option Agreement.** County Council approves the option and transfer of the Property by the County subject to the terms and conditions of the Option Agreement. County Council authorizes each of the County Council Chair and the County Administrator to execute and deliver the Option Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair or the County Administrator, following receipt of advice from counsel to the County, with the execution of the Option Agreement by the County Council Chair or the County Administrator to constitute conclusive evidence of the final approval thereof.

**Section 3. Further Acts.** County Council authorizes each of the County Council Chair, the County Administrator, or the Director of Economic Development, following receipt of advice from counsel to the County, to take such further acts and to each individually approve and execute whatever further instruments on behalf of the County, including a deed for the Property or other closing affidavits and certificates, as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance and the Option Agreement. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the Property are expressly ratified and confirmed.

**Section 4. General Repealer.** Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 5. Effectiveness.** This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

---

Chairman of County Council

(SEAL)  
ATTEST:

---

Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

READINGS:

First Reading: February 4, 2025  
Second Reading: February 11, 2025  
Public Hearing: March 18, 2025  
Third Reading: March 18, 2025

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**OPTION AGREEMENT**

THIS OPTION AGREEMENT (the "**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**"), by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina ("**Optionor**") and **MARK ANTHONY BREWING, INC.**, a Delaware corporation ("**Optionee**").

WHEREAS, Optionor, as seller, and Optionee, as purchaser, entered into that certain Additional Project Land Purchase agreement effective November 10, 2020, whereby Optionor agreed to convey the Property, as hereinafter defined, to Optionee (the "**Purchase Agreement**") to be used for either the expansion of the Optionee's existing facility adjacent to the Property, or to be sold to a supplier of Optionee for uses benefiting the Optionee, with investment in such facilities, in either case, in excess of One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00);

WHEREAS, Pursuant to the Purchase Agreement, Optionor conveyed the Property to Optionee in that certain Limited Warranty Deed to Real Estate with Reverter dated November 24, 2020, and recorded on November 24, 2020, in Book 2554, at Page 2325, in the Office of the Register of Deeds for Richland County, South Carolina (the "**Sale Deed**");

WHEREAS, The Sale Deed contained a right of reversion reserved by the Optionor which was conditioned on the non-occurrence of certain conditions more fully set forth in the Deed and Purchase Agreement (the "**Reversion Right**");

WHEREAS, The conditions required to trigger the Reversion Right were satisfied;

WHEREAS, In lieu of Optionor utilizing the Reversion Right, Optionee has conveyed the Property to Optionor pursuant to that certain Limited Warranty Deed to Real Estate, dated of even date herewith (the "**Optionee Deed**"), and, as consideration therefor, Optionor has agreed to grant Optionee an option to to purchase the Property and enter into this Agreement for that purpose.

**WITNESSETH:**

1. Option to Purchase: Termination of Reversion Right.

(a) For and in consideration of the Optionee Deed, the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns, the irrevocable right and option ("**Option**") to purchase, at any time through the Option Date (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement, including without limitation, satisfaction of the Option Condition (as defined below).

(b) The Parties agree that the Reversion Right is terminated and the memorandum of agreement to be recorded pursuant to Section 26 hereof will contain a statement to that effect.

2. Property Subject to Option. The following shall be the property subject to this Agreement (the "**Property**");

All that certain piece, parcel or lot of land with any improvement thereon, situate lying and being in the County of Richland, State of South Carolina, consisting of approximately 63.62 total acres at Longwood Road and bearing Richland tax map number R16100-02-16, as more fully described on Exhibit A, attached hereto and incorporated by reference.

3. Option Term/Closing.

(a) The term of the Option shall commence on the Effective date and end **three (3) years** from the Effective Date ("**Option Date**"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, subject to the satisfaction of the Option Condition, as hereinafter defined, Optionee may elect to exercise the Option by providing Optionor written notification of its election ("**Exercise**"). The date such notification is mailed or hand delivered to Optionor shall be the "**Notification Date**." In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise of the Option prior to the Option Date, then this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

(b) In the event that Optionee elects to exercise this Option, it must be exercised as to the entire Property, and Optionee may not exercise the Option with respect to only a portion of the Property.

(c) Provided that Optionee has timely delivered the Exercise of the Option as set forth in Section 3(a) above, the closing of the purchase and sale of the Property ("**Closing**") will be held at a location to be determined by the Optionee on any date ("**Closing Date**") which is on or before that date which is sixty (60) days following the Notification Date, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least ten (10) days in advance thereof.

4. Option Condition; Right of Repurchase; Payment Obligation.

(a) Option Requirement. In order to exercise the Option, Optionee must, to the reasonable satisfaction of Optionor, be prepared to proceed with the construction of a manufacturing, distribution, corporate office, quality center (or some combination of the foregoing) facility with a minimum investment in real property improvements and personal property of not less than **One Hundred Fifty Million Dollars (\$150,000,000.00)** (a "**Qualifying Project**") within six (6) months of the Closing Date (the "**Option Condition**"). Optionee shall provide Optionor with any documentation reasonably required by Optionor to verify that Optionee is prepared to proceed with the Qualifying Project pursuant to the foregoing sentence, including without limitation, plans and specifications, budgets, and/or executed construction contracts.

(b) Right of Repurchase. The Deed, as hereinafter defined, shall include a right of repurchase of the Property for the Purchase Price (as defined below) if construction of the Qualifying Project is not commenced within six (6) months of the Closing Date. For the purposes of this Agreement, construction shall be deemed to have commenced when the construction of material vertical improvements incorporating steel into the Qualifying Project has commenced, such as the support structure for buildings to be included in the Qualifying Project.

(c) Failure to Complete; Secured Payment Obligation. The Deed, as hereinafter defined, or such other separate agreement as the parties may agree upon, shall include a contingent payment obligation (the "**Payment Obligation**") if construction of the Qualifying Project is begun but the construction of the Qualifying Project is not complete in all material respects by the date which is **three (3) years** following the Closing Date, with completion evidenced by issuance of a final certificate of

occupancy (the “*Final C.O.*”) for the full Qualifying Project. The amount of the Payment Obligation shall be (i) **Eight Million Eight Hundred Ninety-Eight Thousand One Hundred Fifty Dollars (\$8,898,150.00)** (the “*Lump Sum Payment*”), which the parties have agreed is equal to the net present value of five years of projected ad valorem taxes on the Qualifying Project; or (ii) a pro rata portion of the Lump Sum Payment should the Final C.O. be issued but the facility does not qualify as a Qualifying Project due to a shortfall in the \$150,000,000 investment requirement, with the percentage portion of the Lump Sum Payment due being equal to the percentage by which the total investment is less than \$150,000,000, but in no event shall the actual investment be less than \$100,000,000 and in the event that it is, the full lump sum payment shall be due. The Payment Obligation shall be represented by a conditional promissory note (the “*Payment Obligation Note*”) and secured by a mortgage on the Property (the “*Payment Obligation Mortgage*”), both delivered by Optionee to Optionor at Closing.

5. Purchase Price: Method of Payment. The purchase price (“*Purchase Price*”) for the Purchase shall be Ten and No/100 Dollars (\$10.00).

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, or thereafter if Optionee and Optionor shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the “*Impositions*”) for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Optionor shall deliver to Optionee the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Optionor covenants to convey to Optionee at Closing fee simple marketable title in and to the Property by limited warranty deed, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements of record for the installation or maintenance of public utilities serving only the Property; (iii) those certain “Permitted Encumbrances” set forth on Exhibit B in the Sale Deed, incorporated herein by this reference; and (iv) matters deemed permitted exceptions pursuant to Section 7(b), below (collectively, “*Permitted Exceptions*”).

(b) Within sixty (60) days of the Notification Date (such period being referred to herein as the “*Title Review Period*”), Optionee may, at Optionee’s expense, examine the title to the Property and shall give Optionor written notice prior to the Option Date of any objections which render Optionor’s title less than fee simple marketable title or which may hinder, impede or result in additional costs to Optionee to develop and construct the Qualifying Project (each a “*Title Objection*”), provided Optionee shall have no right to object to any matters to the extent the same are Permitted Exceptions.

Optionor shall have until Closing in which to satisfy all Title Objections specified in Optionee's initial notice of Title Objections, provided that, Optionor shall not be obligated to cure any Title Objections except as specified in 7(c), below. If Optionor fails to satisfy any Title Objection (other than specified in 7(c) below), then, at the option of Optionee, Optionee may, as Optionee's sole remedy therefor: (i) terminate this Agreement, in which event all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect, or (ii) waive the Title Objection and such Title Objections which Optionee has not cured shall be deemed to become Permitted Exceptions for the purposes of this Agreement. In the event Optionee does not terminate prior to Closing, Optionee shall be deemed to have elected to proceed under (ii), above. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the Effective Date, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections. To the extent not the subject of a Title Objection, as of the expiration of the Title Review Period, any and all matters of title in existence as of the Notification Date shall be deemed to become Permitted Exceptions hereunder.

(c) From and after the Effective Date of this Agreement through Closing, Optionor shall not mortgage, grant easements (other than utility easements within twenty-five (25) feet of the boundary of the Property as approved by Optionee) on, or otherwise encumber the Property (except with obligations that can be paid at closing), or allow or conduct any construction or any other activities or any uses of the Property. With respect to any encumbrances or any activities which are not permitted pursuant to the foregoing sentence, Optionor shall request Optionee's consent if it desires to grant such encumbrances, activities or uses which Optionee may refuse or grant in its reasonable discretion. Optionee shall have all remedies available to it by law for violation of Optionor's obligations under this section 7(c). and shall be entitled to recover reasonable attorneys' fees.

#### 8. Survey.

(a) Optionee may, obtain, at Optionee's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. Optionor shall deliver a quitclaim deed using the legal description of the Property derived from the Survey.

(b) Optionee shall, prior to the expiration of the Title Review Period, give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), provided Optionee shall have no right to object to any matters to the extent the same are Permitted Exceptions, and Optionor shall, within ten (10) days after Optionee has received notice, elect by written notice to Optionee to at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice provided that, Optionor shall not be obligated to cure any Survey Objections unless created, allowed, or permitted by Optionor in violation of this Agreement. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have until Closing, to elect to (1) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct, or (2) pursue all remedies available to it at law, including the recovery of reasonable attorneys' fees, or (3) elect to terminate the this Agreement which shall then be of no further force or effect. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above. To the extent not the subject of a Survey Objection, as of the expiration of the Title Review Period, any and all matters of survey in existence as of the Notification Date shall be deemed to become Permitted Exceptions hereunder.

#### 9. Investigation of the Property.



(a) Between the Effective Date hereof and the Closing Date, Optionee and Optionee's agents and designees shall have the right to enter the Property, upon provision of not less than forty-eight (48) hours notice to Optionor, for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property (collectively, the "*Optionee Due Diligence Materials*"); *provided, however*, that such activities by or on behalf of Optionee shall not damage the Property. If Optionee fails to exercise the option, then any and all Optionee Due Diligence Materials will be delivered to the Optionor, at no expense, within thirty days of Optionee's notice not to exercise the option. Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall Optionor conduct any testing or other examination of the Property more invasive than a Phase I Environmental Assessment without the express written consent of Optionor, which may be withheld in Optionor's sole discretion. In all events, Optionee shall repair any and all damage to the Property which results from Optionee's exercising of Optionee's rights to access the Property pursuant to the terms of this Section and the Agreement.

(b) Optionee hereby agrees to indemnify Optionor for any and all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence and Section 9(a), above, shall expressly survive the Closing or any termination of this Agreement, in each case for a period of one (1) year.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form and with Transferor Affidavit attached, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer and Optionee, with respect to the Property; and (iii) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions.

(b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) the Payment Obligation Note and Payment Obligation Mortgage, and (iii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Optionor shall pay the commission of any broker involved in the sale of the Property, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Optionee shall pay its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, the transfer fees associated with the recording of the limited warranty deed, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee. Optionee shall also pay Optionor's attorneys' fees; *provided, however*, such fees will not exceed (i) \$10,000 on the date of execution of this Agreement and conveyance of the Property to Optionor, and (ii) \$10,000 at the closing of any conveyance of the Property to

Optionee pursuant to this Agreement. The foregoing limitation shall not apply to any attorneys' fees of Optionor incurred in connection with any incentives granted to Optionee at the time of conveyance of the Property back to Optionee and which Optionee agrees to pay pursuant to separate agreement.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. In the event Optionee timely delivers its Exercise, Optionor shall surrender possession of the Property to Optionee on the Closing Date.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

(a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:

(i) That this Agreement has been duly authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

(ii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iii) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.

(iv) There is no pending litigation or dispute concerning the location of the lines and corners of the Property and such lines and corners are clearly marked.

(b) In the event Optionee timely delivers its Exercise, the obligation of Optionee that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement. Such representations and warranties shall survive the Closing or termination of this Agreement for a period of six (6) months.

14. Remedies

(a) Provided that Optionee has timely delivered its Exercise and further provided that Optionor is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, then, as Optionor's sole remedy therefor, Optionor shall be entitled to terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this

Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder other than those obligations which expressly survive termination, provided that, if Optionee defaults with respect to Optionee's indemnification or repair obligations set forth in this Agreement, then, in addition to the foregoing remedy, Optionor shall be entitled to seek any and all remedies available at law or equity.

(b) Provided that Optionee has timely delivered its Exercise and further provided that Optionee is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, and such default is not cured within ten (10) days after written notice by Optionee specifying the default, then, as Optionee's sole remedy therefor, Optionee shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder other than those which expressly survive termination, or (ii) seek specific performance of this Agreement; provided, however, that (i) Optionee shall, at all times, remain entitled to the remedies in Section 7(c) hereof; and (ii) in the event that the court is unable to enforce specific performance of this Agreement as a result of a grossly negligent or intentional act of Optionor in violation of its obligations under this Agreement, Optionee shall be entitled to recover its damages in lieu of specific performance.

15. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings (other than by Optionor), or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Option Consideration shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall either (i) assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking, or (ii) if such award or payment is made to Optionor prior to closing, the Purchase Price will be reduce by an amount equal to the award or payment. Optionor shall notify Optionee of eminent domain proceedings within five (5) days after Optionor learns thereof.

16. Assignment. This Agreement may not be assigned by Optionee, in whole or in part, without the express written consent of Optionor, which may be withheld in Optionor's sole discretion.

17. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

18. Brokers. Each party represents and warrants to the other that they have not retained any broker or other third party which would be entitled to brokerage commissions or fees payable in connection with this Agreement or the purchase and sale of the Property. Optionee shall and does hereby indemnify, defend and hold harmless Optionor from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement. Optionor shall reimburse Optionee for any commission, fee, or other payment owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The reimbursement obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

19. Survival. Except as expressly stated to the contrary, all of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for a period of six (6) months.

20. Modification. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

21. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

22. Time. Time is and shall be of the essence of this Agreement.

23. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

24. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

25. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionee: Mark Anthony Brewing  
145 S. Wells Street, Suite 900  
Attn: President  
Phone: (312) 202 3727

With a copy to: Nelson Mullins Riley & Scarborough  
1320 Main Street, 17<sup>th</sup> Floor  
Columbia, South Carolina 29201  
Attn: Edward Kluiters  
Phone: (803) 255-9245

Optionor: Richland County, South Carolina  
2020 Hampton Street  
Columbia, South Carolina 29201  
Attn: County Administrator  
Phone: (803) 576-2050

With a copy to: Parker Poe Adams & Bernstein LLP  
1221 Main Street, #1100

Columbia, South Carolina 29201  
Attn: Todd Haynie  
Phone (803) 253-8915

26. Memorandum. A memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days from the Effective Date hereof.

27. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder for any failure or delay in performance which is due to an event beyond the reasonable control of the party affected, including but not limited to a strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood, or other natural catastrophe, civil disturbance, riot, or armed conflict whether declared or undeclared, pandemics, acts of God, national emergencies, wars, acts of terrorism, riots, federal, state, or local laws, rules, or regulations, embargo, unexpected soil conditions, or any other cause similar to the causes or categories of causes described above.

*Signautre Pages to Follow*

IN WITNESS WHEREOF, the Optionor has caused this Agreement to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**OPTIONOR:**

**Richland County, South Carolina**

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

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

Title: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public, certify that \_\_\_\_\_, **as**  
\_\_\_\_\_ **of Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,  
this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, the OPTIONEE has caused this Agreement to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSES:**

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

**OPTIONEE:**

**Mark Anthony Brewing, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA**

**COUNTY OF \_\_\_\_\_**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public, certify that \_\_\_\_\_, as \_\_\_\_\_ of **MARK ANTHONY BREWING, INC.**, a Delaware corporation, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,  
this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires \_\_\_\_\_

Exhibit A  
Legal Description of the Property

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being identified as "Tract B" containing 63.62 acres, more or less, on a plat prepared for Mark Anthony Brewing Inc. by William E. Hayes, PLS dated November 18, 2020 and recorded on November 24, 2020 in Plat Book 2554 at Page 2324 in the Office of the Register of Deeds of Richland County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

Derivation: This being the same property conveyed to Mark Anthony Brewing Inc., by deed of Richland County, South Carolina, recorded in the Office of the Register of Deeds for Richland County on November 24, 2020 in Book 2554, at Page 2325.

For Informational Purposes Only: Richland County TMS Number 16100-02-16



## 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 Killian Woods Development, LLC; and other related matters

**Notes:**

First Reading: February 4, 2025  
Second Reading: February 11, 2025  
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 KILLIAN WOODS DEVELOPMENT, 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, Killian Woods Development, LLC (“Company”) desires to develop a establish townhome-style rental unit community within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$38,000,000;

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

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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: February 4, 2025  
Second Reading: February 11, 2025  
Public Hearing: March 18, 2025  
Third Reading: March 18, 2025

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

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**KILLIAN WOODS DEVELOPMENT, LLC**

**Effective as of: [\_\_\_\_\_, 2025]**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [\_\_\_\_\_, 2025] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and Killian Woods Development, LLC, a South Carolina limited liability company (as hereinafter defined “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, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

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

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish townhome-style rental unit community in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$38,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [\_\_\_\_\_, 2025] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [\_\_\_\_\_, 2025] in accordance with Section 4-1-170(C) of the Act; and

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

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

**ARTICLE I  
REPRESENTATIONS**

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

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

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

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

**ARTICLE II  
PUBLIC INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than [\$38,000,000] in taxable property in the Project ("Investment Commitment") by [\_\_\_\_\_, 2030] ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the



Project, to the County’s Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

**Section 2.2. Public Infrastructure Commitment.**

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the “Non-Workforce Housing Public Infrastructure”). The Company additionally commits to reserve and hold a portion of the units at the Project as workforce housing (“Workforce Housing Public Infrastructure”). For purposes of this Agreement, “workforce housing” shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 30% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning no more than 120% of the area median family income, as published by Fannie Mae, for the Project location of Longreen Road near Clemson Road Intersection, Columbia, South Carolina. For clarity, the median family income in the Columbia, South Carolina HUD Metro FMR Area for the year 2024 is \$86,900. Additionally, income is based on the information provided at the time of application and at each lease renewal, unless new income information is received from tenant.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause to be invested in, the Public Infrastructure as described on Exhibit B hereto (“Company Public Infrastructure”). The Company shall certify actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing to the County’s Economic Development Department (i) with respect to the Non-Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company’s investment in the Non-Workforce Housing Infrastructure portion of the Company Public Infrastructure, and (ii) with respect to the Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation rent rolls, and related documentation, sufficient to reflect the Workforce Housing Public Infrastructure is not less than 50% of the total units at the Project (the “Certified Workforce Housing Unit Level”). If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

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

with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment and the Certified Workforce Housing Unit Level to be maintained during the Credit Term, as defined on Exhibit C hereto. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs and confirmation of the Certified Workforce Housing Unit Level submitted by the Company, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

**Section 2.3. Public Infrastructure Credit.**

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

(b) On or before June 30 of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit (*e.g.*, June 30, 2025 corresponds to tax year 2026), the Company shall submit to the County Auditor an annual Public Infrastructure Credit certification, substantially in the form of Exhibit D hereto, reflecting the calculation of the Public Infrastructure Credit to which the Company is entitled for such tax year. Following receipt of such certification, 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)** of this Agreement, as may be adjusted pursuant to such certification ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

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

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

**Section 2.4. Filings; Administration.** To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit E, as may be amended by subsequent resolution, with respect to the Company.

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

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

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

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

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2028;

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

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

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

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

**Section 3.2. Remedies on Default.**

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

## ARTICLE IV MISCELLANEOUS

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

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

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

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

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

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

**Section 4.5. Limitation of Liability.**

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

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

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

**Section 4.6. Indemnification Covenant.**

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

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against



Fax: N/A

with a copy to  
(does not constitute notice):

Haynsworth Sinkler Boyd, P.A.  
Attn: Will Johnson  
P.O. Box 11889  
Columbia, SC 29211-1889  
Phone: 803.540.7945  
Fax: 803.765.1243

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

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding **\$6,500**. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

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

*[TWO SIGNATURE PAGES FOLLOW]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



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

**RICHLAND COUNTY, SOUTH CAROLINA**

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Chair, Richland County Council

(SEAL)  
ATTEST:

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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, Killian Woods Development, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**KILLIAN WOODS DEVELOPMENT, LLC**

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

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

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

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

**EXHIBIT A**

**LAND DESCRIPTION**

**[TMS: R17400-05-46]**

**EXHIBIT B** (See Section 2.2)

**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes following:

<u>Description</u>	<u>Budget</u>
Construction costs derived from Certified Workforce Housing Unit Level	To be determined in accordance with this Agreement

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, or caused to be invested in, by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the 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 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure; provided further that such Public Infrastructure Credit shall be subject to reduction for any year of the Credit Term for which the Certified Workforce Housing Unit Level is not maintained, as set forth in greater detail, and to the extent required by, Exhibit D hereto.

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 the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

**EXHIBIT D** (See Section 2.3)

**PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION**

Reference is made to that certain Public Infrastructure Credit Agreement dated as of [ ], 20[ ], (the “Agreement”) by and between Killian Woods Development, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (the “Company”), and Richland County, South Carolina (the “County”). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

I \_\_\_\_\_, the \_\_\_\_\_ of the Company, do hereby certify in connection with Section 2.3 of the Agreement, as follows:

(1) Total investment in verified Company Public Infrastructure as of the Verification Date pursuant to Section 2.2(c) of the Agreement is \$\_\_\_\_\_, of which \$\_\_\_\_\_ is attributable to Non-Workforce Housing Public Infrastructure and \$\_\_\_\_\_ is attributable to Workforce Housing Public Infrastructure.

(2) The total Certified Workforce Housing Unit Level as of the Verification Date is \_\_\_\_\_ units which is equal to \_\_\_% of the total units at the Project.

(3) Current area median family income as published by Fannie Mae, for the Project location of [ ] is \_\_\_\_\_ (the “Current AMI Level”).

(4) The total number of Project housing units qualifying as “workforce housing” pursuant to Section 2.2(a) of the Agreement and the Current AMI Level is \_\_\_\_\_ units (the “Annual Certified Workforce Housing Unit Level”), as evidenced by the accounting logs, rent rolls, and/or related documentation attached hereto.

(5) The aggregate amount of Public Infrastructure Credits previously received by the Company against Fee Payments due with respect to the Project for tax years through Tax Year \_\_\_\_ (i.e., the immediately preceding tax year) is \$\_\_\_\_\_, which leaves \$\_\_\_\_\_ in verified Company Public Infrastructure investment eligible to be prospectively paid to the Company through the Public Infrastructure Credits under the Credit Agreement. The Company has received Public Infrastructure Credits against Fee Payments due with respect to the Project for a cumulative total of \_\_\_\_\_ tax years (exclusive of the tax year for which this certification is being prepared).

(6) (a) The Annual Certified Workforce Housing Unit Level meets or exceeds the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to the full Public Infrastructure Credit of 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year \_\_\_\_\_ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20\_\_, and due to be paid on or about January 15, 20\_\_).

OR

(b) The Annual Certified Workforce Housing Unit Level is less than the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to a Public Infrastructure Credit of less than 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year \_\_\_\_\_ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20\_\_, and due to be paid on or about January 15, 20\_\_), as calculated and illustrated in the formula and example set forth below:

D-1

Formula:

- A.  $(\text{Annual Certified Workforce Housing Unit Level} / \text{Certified Workforce Housing Unit Level}) \times 100 = \text{Workforce Housing Shortfall Ratio}$
- B.  $50\% \text{ Public Infrastructure Credit} \times \text{Workforce Housing Shortfall Ratio} = \text{applicable Public Infrastructure Credit percentage}$

By way of example, in the event that the Annual Certified Workforce Housing Unit Level is 128 units and the Certified Workforce Housing Unit Level is 160 units resulting in a Workforce Housing Shortfall Ratio of 80, the applicable Public Infrastructure Credit percentage would be 40% (reduced from 50%).

Accordingly, the Company is entitled to a Public Infrastructure Credit of \_\_\_% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year \_\_\_\_\_ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20\_\_\_, and due to be paid on or about January 15, 20\_\_\_).

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT E (See Section 2.4)**

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

See attached.



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

A RESOLUTION

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

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

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

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

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

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

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

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

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

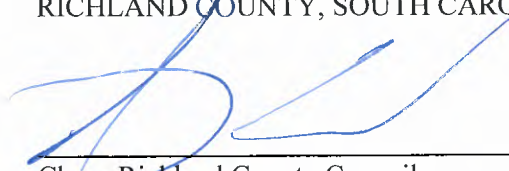
**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA



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Chair, Richland County Council

(SEAL)

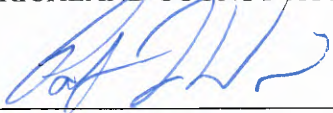
ATTEST:



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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:**

An Ordinance Authorizing deed to the City of Columbia for water lines located at Columbia Mall, Richland County TMS #17001-04-02

**Notes:**

First Reading: February 11, 2025

Second Reading: March 4, 2025

Third Reading: March 18, 2025 {Tentative}

Public Hearing: March 4, 2025



**Agenda Briefing**

<b>Prepared by:</b>	Eric Williams	<b>Title:</b>	Deputy Director
<b>Department:</b>	Operational Services	<b>Division:</b>	Administration
<b>Date Prepared:</b>	January 29, 2025	<b>Meeting Date:</b>	February 25, 2025
<b>Legal Review</b>	Tish Gonzales via email	<b>Date:</b>	January 29, 2025
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	January 29, 2025
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	January 29, 2025
<b>Approved for consideration:</b>	Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	Deed Ordinance Water Line		

**RECOMMENDED/REQUESTED ACTION:**

Richland County Operational Services (OPS) recommends approval of the transfer of deeds of the water lines to the City of Columbia as described in the attached “Deed to Water Lines for Richland County Public Safety Center; Cf#DPO-2023-12-0096.”

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

There is no anticipated budgetary impact.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

The Unified Development Ordinance of the City of Columbia, Article 6, Section (f) 6-8: Easements

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

The referenced water lines are for the Richland County Public Safety Center, located at Columbia Mall on Two Notch Road being developed by Richland County (County). The Unified Development Ordinance of the City of Columbia, Article 6: Land Development, Section (f) 6-8: Easements, outlines the requirements for easements for City of Columbia utilities shall be dedicated exclusively to the City of Columbia.

The City of Columbia Utility Review Manager Scott Rogers issued an approval letter for the proposed water line services construction and sewer connection plans for Richland County Public Safety Complex. The City of Columbia requires Richland County to complete the transfer of the deeds for the proposed water lines prior to acceptance to allow water to the proposed Richland County Public Safety Center.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

**Goal:** Foster Good Governance

*Objective:* Collaborate with other governments.

#### ATTACHMENTS:

1. City of Columbia Utility Review Manager Scott Rogers Letter
2. The Unified Development Ordinance of the City of Columbia (Portion)
3. The Richland County Public Safety Center C-3.1 Drainage and Utility Plan
4. Deed Ordinance for Richland County Public Safety Center Water Lines
5. Deeds Transfer Document



Engineering Division  
PO Box 147 | Columbia, SC 29217 | (803) 545-3400

January 23, 2024

Re: Proposed Water Service Construction and Sewer Connection Plans for Richland County Public Safety Complex; TMS# 17001-04-42 (Outside City Limits); Proposed Additional Sewer Flow: 0 GPD; Plans Dated January 8, 2024; DPO-2023-12-0096

Richland County – Public Safety Complex  
2020 Hampton St  
Columbia, SC 29204  
Attn: Lori J. Thomas

Dear Mrs. Thomas,

The referenced plans received January 17, 2024 have been examined and are approved with the following exceptions and provisions:

**Note: This is not a grading/building permit, please consult with the Development Center for steps required to obtain these permits (803-545-3483).**

1. This approval letter indicates that the overall construction plans are in general compliance with the City's Engineering Regulations; however, the project engineer is fully responsible to ensure that all project drawings, specifications, work and materials for this development are in full compliance with all applicable City Engineering Regulations, City and County Regulations, Ordinances and SCDOT roadway specifications. The City shall not be held accountable for errors, omissions, misinformation, data not shown, details that are not shown, and improvements that are not labeled on the drawings that have been submitted for review and approval.
2. **Please refer to Engineering Regulations Part 1, Section 1.6 Approved Plans Construction Requirements for mandatory additional requirements concerning this project.**
3. Static pressure will exceed 75 psi at elevations below pipe elevation 332 feet mean sea level. The developer shall be responsible for providing pressure-reducing devices to protect building plumbing systems.
4. All water mains below 332 MSL pipe elevation must be ductile iron



pipe.

5. The City of Columbia reserves the right to request additional easements as needed for access, ingress, egress, operation, maintenance and repair of the utilities to be conveyed to this City of Columbia for this project.
6. All costs of any installation and/or materials for installation of 4" and larger water main connection/tap and/or fire hydrant installation/relocation shall be the responsibility of the applicant. The cost shall include but not be limited to connection to the main, cutting and repairing pavement, and restoration required to install the connection/tap. If applicable, all 4" and larger water meters shall be purchased from the City of Columbia Utilities and Engineering Department (803-545-3400). Installation of tap and/or meters shall be by a City approved contractor hired by the owner at the owner's expense. A list of approved contractors shall be provided by the Utilities and Engineering Department. Installation of this service and/or connection, must be coordinated with the City of Columbia Utility inspector and approved prior to operation.
7. **Prior to any construction, the attached "Agreement to Comply" statement shall be signed and returned to the City.**
8. **The Owner/Developer is responsible for verifying the location of all existing utilities prior to construction.**
9. Construction plan approval is valid for only three (3) years. In the event improvements have not been completed within that time, plans must be submitted for approval and shall be subject to ordinances and regulations in effect on that date.

**Special Conditions:**

None

Should you require additional information, please feel free to contact Scott Rogers at (803) 545-3290.

Yours very truly,  
Scott Rogers



Utility Review Manager

cc: Robert Bruce Todd, PE, ADC Engineering Inc.





Department/Division Name  
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

January 23, 2024

Re: Proposed Water Service Construction and Sewer Connection Plans for Richland County Public Safety Complex; TMS# 17001-04-42 (Outside City Limits); Proposed Additional Sewer Flow: 0 GPD; Plans Dated January 8, 2024; DPO-2023-12-0096

Richland County – Public Safety Complex  
2020 Hampton St  
Columbia, SC 29204  
Attn: Lori J. Thomas

Dear Mrs. Thomas,

The original of this signed statement must be returned to the City, prior to any construction activity for the project. Please retain a copy for your records.

**I HAVE READ THIS APPROVAL LETTER AND I AGREE TO COMPLY WITH THE REQUIREMENTS, TERMS AND CONDITIONS CONTAINED THEREIN.**

\_\_\_\_\_  
Print Owner/Developer Name

\_\_\_\_\_  
Signature of Owner/Developer

\_\_\_\_\_  
Date

Please return to:

City of Columbia  
Engineering Department  
Attn: Utilities Project Coordinator  
P.O. Box 147  
Columbia, SC 29217

Should you require additional information, please feel free to contact the Engineering at (803) 545-3400 and ask for a Utilities Project Coordinator or use their email inbox at [EngProjects@columbiasc.gov](mailto:EngProjects@columbiasc.gov).







The Unified Development  
Ordinance of the City of  
Columbia, South Carolina

**Adopted  
August 20, 2019**

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## ARTICLE 6: LAND DEVELOPMENT (SUBDIVISION) STANDARDS

### Sec. 17-6.1 General Applicability

#### (a) General

Any subdivision, defined as any activity that is required to receive subdivision approval in accordance with Sec. 17-2.5(j), Subdivision, shall comply with the standards and requirements in this Article.

#### (b) Variance

Any variance from the standards in this Article shall be in accordance with Sec. 17-2.5(t), Variance – Land Development (Subdivision).

### Sec. 17-6.2 Minimum Design Standards

#### (a) General

##### (1) Comply with Development Standards

A subdivision shall comply with all applicable standards in Article 5: Development Standards, including Sec. 17-5.1, Access, Mobility, and Circulation, Sec. 17-5.3(h), Site Tree Density, Sec. 17-5.4, Tree Protection, and Sec. 17-5.5, Open Space.

##### (2) Comply with City Regulations Manual

Improvements in a subdivision, including water distribution systems, sanitary sewers, storm sewers, roadways, and sidewalks shall comply with the specifications in the City of Columbia Utilities and Engineering Regulations Manual.

#### (b) Access, Mobility, and Circulation

The standards in this subsection shall apply to all development that is subject to this Article in addition to the standards in Sec. 17-5.1, Access, Mobility, and Circulation.

##### (1) Access and Relation to Existing and Proposed Transportation Facilities

###### a. Extension of Existing Streets

The arrangement of streets in a subdivision shall provide for the alignment and continuation or extension of existing streets in adjoining areas, provided streets within the subdivision shall comply with the minimum width requirements and other standards in this Section.

###### b. Expansion of Existing Streets

1. Where an existing platted street is located within a proposed subdivision or abuts the subdivision on both sides of the street, if the street does not conform to the minimum right-of-way requirements in this Section, additional width along one or both sides of the street or

**Article 6: Land Development (Subdivision) Standards**

Sec. 17-6.2. Minimum Design Standards

(b) Access, Mobility, and Circulation

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road shall be dedicated so that the minimum right-of-way required by this Section is established.

2. Where an existing platted street abuts a proposed subdivision on only one side of the street, if the street does not conform to the minimum right-of-way requirements in this Section, additional width along the street within the subdivision shall be dedicated so that a minimum of 50 percent of the right-of-way required by this Section, measured from the centerline of the existing right-of-way, is established.
3. Due consideration for proper street alignment shall be given in determining the location of additional width provided in accordance with 1 or 2 above.

**c. Relation to Railroad Rights-of-Way**

When a subdivision adjoins railroad right-of-way, the street pattern shall be arranged to provide for future grade separation of street and railroad crossings at appropriate locations.

**d. Arterial Streets Shown on Adopted Transportation Plan**

If any part of an arterial street shown on the major thoroughfare plan adopted by the City Council is located in a proposed subdivision, a right-of-way for the arterial street shall be platted in the location and to the width specified in the plan.

**e. Access to Bicycle Facilities Identified in Master Plan**

A proposed subdivision that is located within 1,000 feet of an existing or proposed bikeway, cycle track, buffered bike lane, sidepath, or greenway identified in the City's Pedestrian and Bicycle Master Plan shall include bike lanes, bike paths, or other bicycle facilities providing access by bicycle within the subdivision to the location within the subdivision that the Land Development Administrator determines offers the most convenient access to the bikeway, cycle track, buffered bike lane, sidepath, or greenway.

**(2) Street Access to Unsubdivided Property**

- a. Where it is deemed necessary to the development of a logical street pattern and transportation network, streets and rights-of-way shall be extended to the boundary of adjoining property. Incompatible characteristics of adjoining property shall be given due consideration in making a determination of what shall constitute a logical street pattern.
- b. Reserve strips adjoining street rights-of-way for the purpose of preventing access to adjacent property are prohibited.

**(3) Internal Circulation and Connectivity**

**a. Streets**

**1. Intersections**

- (i) The centerlines of not more than two streets shall intersect at any one point.
- (ii) Streets shall be laid out to intersect at right angles, to the extent feasible, and no street shall intersect any other street at an angle of less than 60 degrees. The angle of intersection shall be measured at the intersection of street centerlines.
- (iii) Where curved streets intersect, the minor street shall have a minimum tangent of 100 feet at the intersection.
- (iv) Street intersections shall be spaced a minimum of 125 feet apart on minor or local residential streets, and a minimum of 200 feet apart on all other streets. The distance between street intersections shall be measured along the street center line between the intersecting street centerlines.

**2. Traffic Calming Features**

Within a residential subdivision, any linear segment of a street other than an arterial street or a collector street that is more than 800 feet long, shall, to the maximum extent practicable, include features to interrupt direct vehicle flow, including, but not limited to, any of the following:

- (i) Stop signs at street intersections;
- (ii) Mini-roundabouts at intersections;
- (iii) Curvilinear street segments to slow traffic and interrupt monotonous streetscapes;
- (iv) Traffic-diverting physical devices such as neckdowns, chicanes, and diverter islands;
- (v) Roadway striping to limit vehicular cartway widths or accommodate bike lanes; and
- (vi) Speed tables, raised intersections or elevated pedestrian street crossings, if approved by the Fire Marshal.

**b. Sidewalks Required**

- 1. Sidewalks that comply with the Specifications for Roadway Design are required:
  - (i) Within a proposed subdivision on one side of all streets in the LI and HI districts and on both sides of all streets in all other districts:  
and



(ii) Along the entire frontage of a proposed subdivision with an existing street (unless an existing sidewalk that complies with the Specifications for Roadway Design is already in place).

2. Sidewalks within a proposed subdivision in the LI and HI districts shall have a minimum width of eight feet.
3. Where a proposed subdivision fronts an existing street with insufficient right-of-way width to accommodate installation of a required sidewalk along the frontage, the developer shall install a sidewalk on the development site within a dedicated widening of the right-of-way or dedicated public easement running parallel and adjacent to the public street.
4. The Land Development Administrator may waive or modify the requirement for sidewalks on determining that such sidewalks are impractical or infeasible due to the presence of topographic conditions or natural features, such as steep grades that do not allow connections to be made without stairs.

**c. Bicycle Facilities**

In the DAC, NAC, CAC, and RAC districts, either a site plan or subdivision plan, whichever is reviewed first, shall include bike lanes, bike paths, or other bicycle facilities in accordance with the Walk Bike Columbia plan sufficient to allow safe and efficient bicycle access and circulation within the subdivision.

**(c) Additional Street Standards**

**(1) Right-of-Way and Pavement Width**

The minimum right-of-way and pavement width for a street are shown in Table 17-6.2(c)(1): Minimum Right-of-Way and Pavement Widths, based on the classification of the street.

TABLE 17-6.2(C)(1): MINIMUM RIGHT-OF-WAY AND PAVEMENT WIDTHS		
STREET CLASSIFICATION	MINIMUM RIGHT-OF-WAY WIDTH (IN FEET) [1]	MINIMUM PAVEMENT WIDTH (IN FEET) [1]
Minor residential	50	28 [3]
Local residential	50	27 [2]
Collector	60	36 [3]
Industrial or commercial service	80	36 [2]
Arterial	100	52 [3]
NOTES: [1] Minimum pavement widths and right-of-way may be reduced by the Planning Commission in individual cases upon written approval of the City Engineer. [1] Measured from low point to low point of curb. [2] Measured from face to face of curb.		

**(2) Street Grades**

Street grades shall comply with the Specifications for Roadway Design.

**(3) Curves**

**a. Horizontal and Vertical Curves**

Horizontal curves and vertical curves shall comply with the Specifications for Roadway Design.

**b. Reverse Curves**

A tangent of at least 150 feet on collector streets shall be provided between reverse curves, to the extent practical. On major arterials, tangent distances shall comply with the standards established by the State Department of Highways and Public Transportation.

**(4) Split Level Streets**

Streets which are constructed so as to have two trafficways, each at a different level within the same right-of-way, shall have a paved traffic surface of at least 20 feet on each level and a slope between the two trafficways of six to one or flatter.

**(5) Half Streets**

Half streets of less than two lanes are prohibited. Whenever a street within a proposed subdivision abuts the subdivision tract boundary, the entire street right-of-way shall be platted within the proposed subdivision.

**(6) Culs-de-sac**

**a. Minimum Turnaround Diameter**

A cul-de-sac shall terminate in a circular turnaround having a minimum right-of-way of at least 100 feet in diameter and a paved turnaround with a minimum outside diameter of 80 feet, or other approved type of turnaround, including T's, Y's or landscaped islands.

**b. Maximum Length**

A cul-de-sac shall not be more than 1,000 feet long as measured from the center of the cul-de-sac turn around to intersection of the centerline of the nearest intersecting street and the cul-de-sac centerline.

**(7) Temporary Dead End Streets**

**a.** Temporary dead-end streets which extend for a greater distance than the depth of one abutting lot shall be provided with a temporary turnaround having a roadway surface diameter of 80 feet, or other approved type of turnaround.

**b.** At all locations where streets terminate with no street connection, but a future connection is planned or accommodated, a sign shall be installed at

**Article 6: Land Development (Subdivision) Standards**

Sec. 17-6.2. Minimum Design Standards

(d) Blocks

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the location with the words “FUTURE ROAD CONNECTION” to inform property owners.

**(8) Street Names**

The naming of streets is subject to approval by the Planning Commission and shall comply with E911 standards.

**(9) Street Trees**

a. Unless prohibited in accordance with b below, street trees that comply with the following standards are required:

1. At least one street tree shall be planted for every 40 linear feet measured along proposed lot frontages, excluding where driveways are located.
2. Street trees shall comply with Sec. 17-5.3(c), General Landscaping Standards, except as otherwise provided in this Subsection.
3. Street trees shall be planted in a planting strip that is at least five feet wide located between the street and any required sidewalk.
4. Maintenance of street trees shall be by a homeowners' association or comparable legal entity.
5. Where unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements, make it impossible for a proposed subdivision to comply with the street tree requirements in this Subsection, the proposed subdivision may be approved if it complies with the requirements in this Subsection to the extent practicable and all unmet requirements are compensated for through payment to the Columbia Landscaping and Tree Fund of 125 percent of the estimated cost of plant materials and installation. Estimates used to calculate the cost of plant materials and installation must be made not more than 90 days prior to the submission of the subdivision application.

b. The planting of street trees within a right-of-way of less than 60 feet is prohibited unless it can be conclusively shown that there will be no future conflict with vehicles or with utility lines, either above or below the ground surface.

**(d) Blocks**

Each block in a subdivision shall comply with the standards in this subsection.

**(1) Residential Subdivisions**

- a. The length of a block in a residential subdivision shall not exceed 1,100 feet or be less than 600 feet.
- b. The width of a block in a residential subdivision shall be sufficient to permit two rows of lots.



**(5) Lots Divided by City or County Boundary**

Lots shall not be divided by City or county boundary lines, to the extent practicable.

**(f) Easements**

**(1) Utility Easements**

a. Easements for public utilities that are located outside of street rights-of-way shall be:

1. Centered on rear or side lot lines, to the maximum extent practicable;
2. If the public utility line is aboveground, located along rear property lines to the extent practicable; and
3. A minimum of 12 feet wide if located on rear lot lines or a minimum of ten feet wide if located on side lot lines.

b. Easements for City-owned utilities shall be dedicated exclusively to the City.

**(2) Watercourse and Drainage Easements**

If a proposed subdivision is traversed by a watercourse, drainageway or stream, the subdivider shall provide easements to accommodate stormwater and drainage through and from the proposed subdivision. The easements shall:

- a. Be configured to conform substantially with the lines of the watercourse;
- b. If public, have a minimum width of 12 feet; and
- c. Comply with Chapter 21, Article II, Stormwater Quantity and Quality Control, of the Code of Ordinances.

**(g) Natural Gas Lines**

Natural gas lines that are located in a street right-of-way shall be located outside the portion of the street to be surfaced, to the extent practicable.

**(h) Water Lines**

(1) All water mains shall be installed in private easements dedicated exclusively to the City or in street rights-of-way.

(2) If water mains are installed in street rights-of-way, easements for the water mains shall be dedicated prior to filing of the subdivision final plat.

(3) When required, a connection shall be stubbed out to the property line or easement line to serve all abutting lots at the time of installation of water mains.

**(i) Sanitary Sewers**

(1) All sanitary sewer mains shall be installed in private easements dedicated exclusively to the City or in street rights-of-way.

**(2) Nonresidential Subdivisions**

The length and width of a block in a subdivision other than a residential subdivision shall be designed and laid out to allow adequate provision of off-street parking and service access.

**(e) Lots**

Each lot in a subdivision shall comply with the standards in this subsection.

**(1) Minimum Lot Dimensions and Area**

**a. General**

Unless otherwise provided in subsections b, c, or d below, the dimensions and area of a lot shall comply with Article 3: Zoning Districts.

**b. Corner Lots**

Corner lots shall be of sufficient size so that a structure could be constructed and still maintain minimum yard requirements specified in Article 3: Zoning Districts.

**c. Cluster Housing Developments**

Lots within a cluster housing development (see Sec. 17-6.4, Cluster Housing Development) are not subject to minimum lot area, minimum lot width, minimum lot depth, or maximum lot coverage requirements established in Article 3: Zoning Districts.

**d. Cottage Neighborhood Development**

Lots within a cottage neighborhood development shall comply with the dimensional standards in Sec. 17-4.2(c)(1)a.1, Cottage Neighborhood Development.

**(2) Street Access**

Except where otherwise allowed in accordance with Sec. 17-4.2(c)(1)a.1, Cottage Neighborhood Development, a lot shall front on or abut a street that complies with the standards in this Article and the Specifications for Roadway Design, provided, a lot in a residential subdivision shall not have direct access to an arterial street, collector street, or industrial or commercial service street, to the maximum extent practicable.

**(3) Lot Lines**

Side lot lines shall be at right angles to straight street centerlines and radial to curved street centerlines, to the extent practical.

**a.** Lot line adjustments that straighten lot lines shall be encouraged.

**b.** Lot line adjustments that cause lots to be more rectangular in shape shall be encouraged.

**(4) Double Frontage Lots**

Lots, other than corner lots, having frontage on two streets are prohibited.

- (2) If sanitary sewer mains are installed in street rights-of-way, easements for the sanitary sewer mains shall be dedicated prior to filing of the subdivision final plat.
- (3) The developer shall obtain the appropriate permit to construct the sewer system from the Health Department.
- (4) When required, a connection shall be stubbed out to the property line or easement line to serve all abutting lots at the time of installation of sewer mains.

#### **(j) Community Sewage Disposal Systems**

- (1) Construction of any community sewage disposal system, such as an oxidation pond or other facility, shall not occur prior to approval of the location, size, plans, and specifications of the facility by the City Engineer.
- (2) A wastewater treatment facility shall comply with the approved sewer plan for the area.
- (3) All wastewater treatment systems must receive a permit to construct from the Health Department.

#### **(k) Stormwater Drainage Systems**

The subdivider shall provide an adequate drainage system based on acceptable stormwater management principles, including necessary open swales and waterways, pipes, culverts, storm sewers, intersectional drains, drop inlets, bridges, and other necessary appurtenances, and shall be installed by the subdivider according to plans in accordance with the City storm drainage ordinance (Chapter 21, Article II) and approved by the City Engineer.

#### **(l) Open Space Set-Asides**

A subdivision shall provide open space set-asides in accordance with Sec. 17-5.5, Open Space. A subdivision submitted as a cottage neighborhood development shall comply with the open space standards in Sec. 17-4.2(c)(1)a.1(v), Common Open Space.

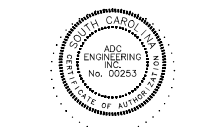




**RICHLAND CO. PUBLIC SAFETY COMPLEX CD PROGRESS SET**



**LS3P**  
 701-A LADY STREET  
 COLUMBIA, SOUTH CAROLINA 29201  
 TEL. 803.765.2418 FAX 803.765.2419  
 WWW.LS3P.COM



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REVISIONS:

No.	Description	Date
1	Addendum 3	05/25/2023
2	Rev-03 (Rev. REVISIONS PER CITY)	01/10/2024
3	Rev-DJ Updates	2/8/2024

PROJECT: 2702-209410  
 DATE: 2/8/2024

**DRAINAGE AND UTILITY PLAN**

**C-3.1**

**LEGEND**

NEW	EXISTING	DESCRIPTION
—	—	FENCE
—	—	FIRE HYDRANT
—	—	STORM DRAIN
—	—	LIGHT POLE
—	—	WATER VALVE
—	—	WATERLINE
—	—	SANITARY SEWER LINE
—	—	HYDRANT
①	N/A	KEY NOTE REFERENCE

**GENERAL NOTES**

- SEE DRAWING C1.1 FOR ADDITIONAL GENERAL NOTES.
- COMPLY WITH ALL CONSTRUCTION SAFEGUARD REQUIREMENTS OF CURRENT OSHA STANDARDS, IBC 2018, CHAPTER 33, LOCAL A44, AND SC 05P FOR THE ENTIRE DURATION OF THE PROJECT.

- KEY NOTES**
- PIT FOR DOMESTIC METER (6") PIT PROVIDED AND INSTALLED BY CONTRACTOR. METER AND VALVING PROVIDED BY THE CITY OF COLUMBIA AND INSTALLED BY CITY APPROVED PLUMBING CONTRACTOR. OWNER PAYS CITY OF COLUMBIA FOR METER, CITY OF COLUMBIA THEN PROVIDES METER TO CONTRACTOR. METER THEN INSTALLED BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR. PIT IS TO BE MASONRY VAULT WITH 3/8" FLOOR PLATE STEEL ON NON-SKID SURFACE PAINTED BLACK WITH 24"x24" INSPECTOR LID WITH RECESSED HANDLE. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON PIT TO ENGINEER PRIOR TO CONSTRUCTION.
  - PIT FOR FIRE METER (6") PIT PROVIDED AND INSTALLED BY CONTRACTOR. METER AND VALVING PROVIDED BY THE CITY OF COLUMBIA AND INSTALLED BY CITY APPROVED PLUMBING CONTRACTOR. OWNER PAYS CITY OF COLUMBIA FOR METER, CITY OF COLUMBIA THEN PROVIDES METER TO CONTRACTOR. METER THEN INSTALLED BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR. PIT IS TO BE MASONRY VAULT WITH 3/8" FLOOR PLATE STEEL ON NON-SKID SURFACE PAINTED BLACK WITH 24"x24" INSPECTOR LID WITH RECESSED HANDLE. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON PIT TO ENGINEER PRIOR TO CONSTRUCTION.
  - TAP ON EXISTING WATERLINE TO BE MADE BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR.
  - TAP ON EXISTING 8" SEWER MAIN TO BE MADE BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR. AFTER FEES HAVE BEEN PAID BY OWNER.
  - INSTALL NEW SEWER SERVICES ON A MINIMUM 1% SLOPE.
  - CONNECT NEW 15" STORM DRAIN TO EXISTING DRAINAGE STRUCTURE. CUT PIPE 2" FROM FACE OF STRUCTURE.
  - INSTALL NEW 15" STORM DRAIN UNDER EXISTING 10" WATERLINE AND OVER EXISTING 12" SEWER MAIN. CONFIRM ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

**UTILITY CLOSE-OUT INFORMATION (WATER AND SEWER)**

RECORD DRAWINGS, TESTS, AND ANALYSES OF INSTALLED WATER AND SANITARY SEWER SYSTEMS ARE REQUIRED AT PROJECT CLOSE-OUT. MORE INFORMATION OF THESE REQUIREMENTS IS LOCATED IN THE PROJECT SPECIFICATIONS, AND CITY OF COLUMBIA REQUIREMENTS INCLUDING, BUT ARE NOT LIMITED TO:

- INSPECTIONS AND TESTING IN ACCORDANCE WITH PROJECT AND CITY OF COLUMBIA SPECIFICATIONS.
- PREPARATION, REVIEW, AND CORRECTION OF AS-BUILT RECORD DRAWINGS AND VALVE CARDS PROVIDED BY CONTRACTOR'S SURVEYOR.
- PREPARATION, REVIEW, AND CORRECTION OF EASEMENT PLATS AND LEGAL DESCRIPTION PREPARED BY CONTRACTOR'S SURVEYOR.
- PREPARATION AND EXECUTION OF FORM 2, FORM 3, AND A MATERIAL LIST MUST BE SUBMITTED TO THE CIVIL ENGINEER WITH SWING THE INFORMATION IN ACCORDANCE WITH CITY OF COLUMBIA REGULATIONS.
- PREPARATION AND EXECUTION OF LEGAL DOCUMENTS BY OWNER AND UTILITY OPERATOR.
- REVIEW OF DOCUMENTATION BY ENGINEER AND UTILITY OPERATOR.
- HYDROSTATIC TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE ENGINEER OR THE OWNER.
- UNDER NO CIRCUMSTANCES WILL ANY PORTION OF THE WORK BE PLACED IN SERVICE WITHOUT THE APPROVAL TO PLACE THE SYSTEM INTO OPERATION FROM ENGINEER.
- SURVEYOR SHALL LOCATE ALL WATERLINE BENDS AND TEES PRIOR TO BACKFILLING.

CONTRACTOR SHALL ASSUME REASONABLE TIME FRAMES FOR OWNER, ENGINEER, AND UTILITY OPERATOR AT EACH STAGE OF CLOSE-OUT. REVIEW TIMES CAN VARY BASED UPON THE INITIAL QUALITY AND COMPLETENESS OF THE DOCUMENTS PROVIDED. THE MINIMUM TIME FROM COMPLETION OF SUCCESSFUL INSPECTION AND TESTING AND THE INITIAL SUBMITTAL OF CONTRACTOR DOCUMENTS TO THE RECEIPT OF PERMIT TO OPERATE SHALL BE ASSUMED TO BE 45 DAYS.

**UTILITY NOTES**

- ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
- CONTRACTOR MUST VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO CONSTRUCTION. 72 HOURS BEFORE COMMENCING CONSTRUCTION CONTACT UTILITIES AT 811 FOR UNDERGROUND UTILITY LOCATIONS.
- ALL WATER TAP FEES SHALL BE THE RESPONSIBILITY OF THE OWNER. CONTRACTOR TO COORDINATE PAYMENT BY OWNER FOR ALL TAPPING OF EXISTING WATERLINES WITH THE CITY WATER DEPARTMENT.
- NO USAGE ALLOWED UNTIL OPERATION PERMITS RECEIVED FROM CITY WATER DEPARTMENT AND SDCHEC.
- CONTRACTOR TO PROVIDE THRUST BLOCKING OR MECHANICAL RESTRAINT ON WATCH LINES, AT TEES, OR CHANGES IN DIRECTION IN THE LINES WHETHER SHOWN OR OMITTED.
- PROVIDE A TEMPORARY STONE SPLASH PAD AT ALL FIRE HYDRANTS OR OTHER POINTS OF DISCHARGE DURING TESTING OF WATER DISTRIBUTION SYSTEM.
- WHERE PVC OR POLYETHYLENE PIPE IS USED IN WATER MAIN CONSTRUCTION, A CONTINUOUS #12 GAUGE BLUE INSULATED COPPER TRACKER WIRE, APPROVED BY THE MANUFACTURER FOR DIRECT BURIAL, SHALL BE INSTALLED IN THE TRENCH A MINIMUM 6" ABOVE THE TOP OF THE WATER LINE. THE TRACKER WIRE SHALL TERMINATE AT EACH VALVE OR METER AND TRACKING PIPE AND PREVENT INTERFERENCE OF OPERATING THE VALVE OR METER.
- PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING ALL UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY CONSTRUCTION.
- WATER MAINS THAT ARE CONSTRUCTED ADJACENT TO ROADS MUST BE INSTALLED A MINIMUM OF 36 INCHES BELOW THE ELEVATION OF THE EDGE OF ROADWAY. A MINIMUM OF 36 INCHES OF COVER MUST BE PROVIDED OVER THE MAINS.
- CONTRACTOR TO FINISH AND INSTALL BACKFLOW PREVENTION DEVICES AS APPROVED BY SDCHEC. CONTRACTOR TO PROVIDE COPIES OF IN-PLACE TEST RESULTS OF BACKFLOW PREVENTION DEVICES. TEST SHALL BE PERFORMED BY A SDCHEC TESTED AND RESULTS REPORTED IN ACCORDANCE WITH SDCHEC STANDARD FORMAT.
- ALL FIRE LINE WATER MAIN CONSTRUCTION TO BE IN ACCORDANCE WITH NFPA 24, LATEST EDITION.
- ALL VALVES AND FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH PRESSURE RATINGS OF 350 PSI.
- CONTRACTOR SHALL VERIFY ALL RM ELEVATIONS PRIOR TO CONSTRUCTION TO ENSURE A MINIMUM 1" PROTECTION OF RM ABOVE FINISHED GRADE. ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL ENSURE THAT ALL MANHOLES LOCATED IN ROAD TO BE FLUSH WITH PROPOSED GRADE. CONTRACTOR TO ADJUST ANY EXISTING RM TO MEET STANDARDS.
- SEWER LINES AND MAINS SHALL CONFORM TO "10 STATES STANDARD" SECTION 29.3, AT A MINIMUM (RELATION TO WATER LINES).
- ALL SEWER PIPES, 8" IN SIZE UNLESS OTHERWISE NOTED, SHALL BE SDR35 PVC.
- ALL DISTURBED UTILITY ROUTES TO BE SEEDED AS SOON AS PRACTICALLY POSSIBLE UPON COMPLETION OF CONSTRUCTION IN THAT AREA.
- ALL MANHOLES WITHIN THE ONE HUNDRED YEAR FLOOD PLAIN OR IN ROAD TO HAVE WATER TIGHT BOLT ON MANHOLE COVERS.
- ALL SANITARY SEWER LATERALS TO BE 4" OR 6" SCH 40 PVC UNLESS OTHERWISE NOTED.
- ANY PAVEMENT OR HARD SURFACE REMOVAL NECESSARY FOR UTILITY CONSTRUCTION TO BE REPAIRED OR REPLACED WHETHER SHOWN OR OMITTED ON THE PLANS.
- CONTRACTOR TO STERILIZE AND PRESSURE TEST ALL WATER MAINS ACCORDING TO SDCHEC REQUIREMENTS AND COUNTY WATER DEPARTMENT STANDARDS.
- CONTRACTOR TO PROVIDE RECORD DRAWINGS AFTER UTILITY CONSTRUCTION REFLECTING LOCATIONS OF ALL STRUCTURES AND ANY INSTALLED BENDS, ETC. UTILITIES TO BE SURVEYED BY A REGISTERED LAND SURVEYOR AND A DIGITAL FILE PROVIDED TO THE ENGINEER FOR PREPARATION OF AS-BUILTS AND FINAL INSPECTIONS WITH SDCHEC. REDLINED UTILITY DRAWINGS WILL NOT BE ACCEPTABLE.
- ON ALL FIRE LINE CONSTRUCTION, CONTRACTOR TO COMPLETE NFPA 24 CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING TO ENGINEER AFTER TESTING AND INSTALLATION.

**LATERAL SEPARATION NOTES**

LATERAL SEPARATION OF SEWERS AND WATER MAINS: WATER MAINS SHALL BE LAD AT LEAST 10 FEET LATERALLY FROM EXISTING OR PROPOSED SEWERS, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT A 10 FOOT LATERAL SEPARATION, IN WHICH CASE, THE WATER MAIN IS LAD IN A SEPARATE TRENCH WITH THE TOP OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER OR THE WATER MAIN IS LAD IN THE SAME TRENCH AS THE SEWER WITH THE WATER MAIN LOCATED AT ONE SIDE ON A BENCH OF UNDISTURBED EARTH AND WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

**PIPING NOTES - WATER AND SEWER**

- ALL SANITARY SEWER LINES ARE PVC-SDR35 UNLESS OTHERWISE INDICATED.
- ALL SANITARY SEWER LINES SHALL BE INSTALLED ON A MINIMUM 1.0% SLOPE UNLESS OTHERWISE INDICATED.
- ALL WATERLINE BENDS AND TEES SHALL BE CONNECTED TO LINE USING MEGALUG RESTRAINED JOINTS OR APPROVED EQUAL.
- ALL WATER LINES CAN BE EITHER PVC C900 OR DIP (AWWA C15) UNLESS OTHERWISE INDICATED.
- FDC LINES SHALL BE DIP.

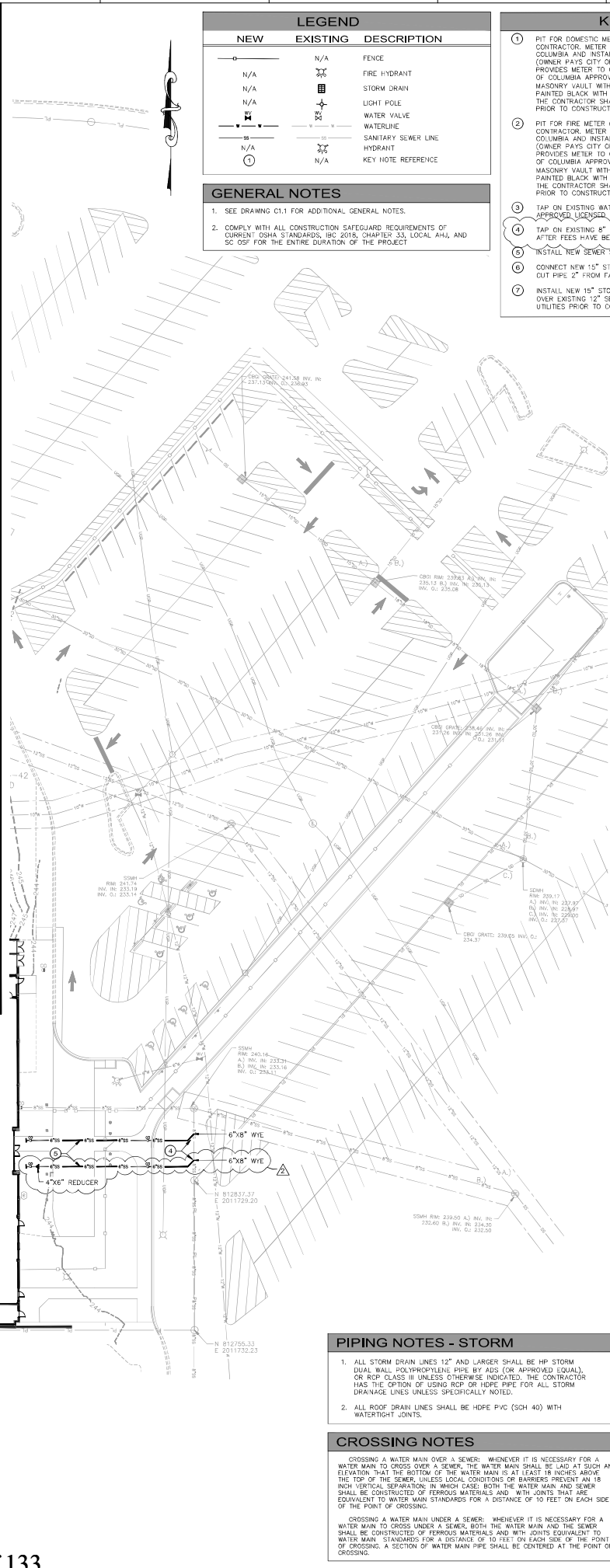
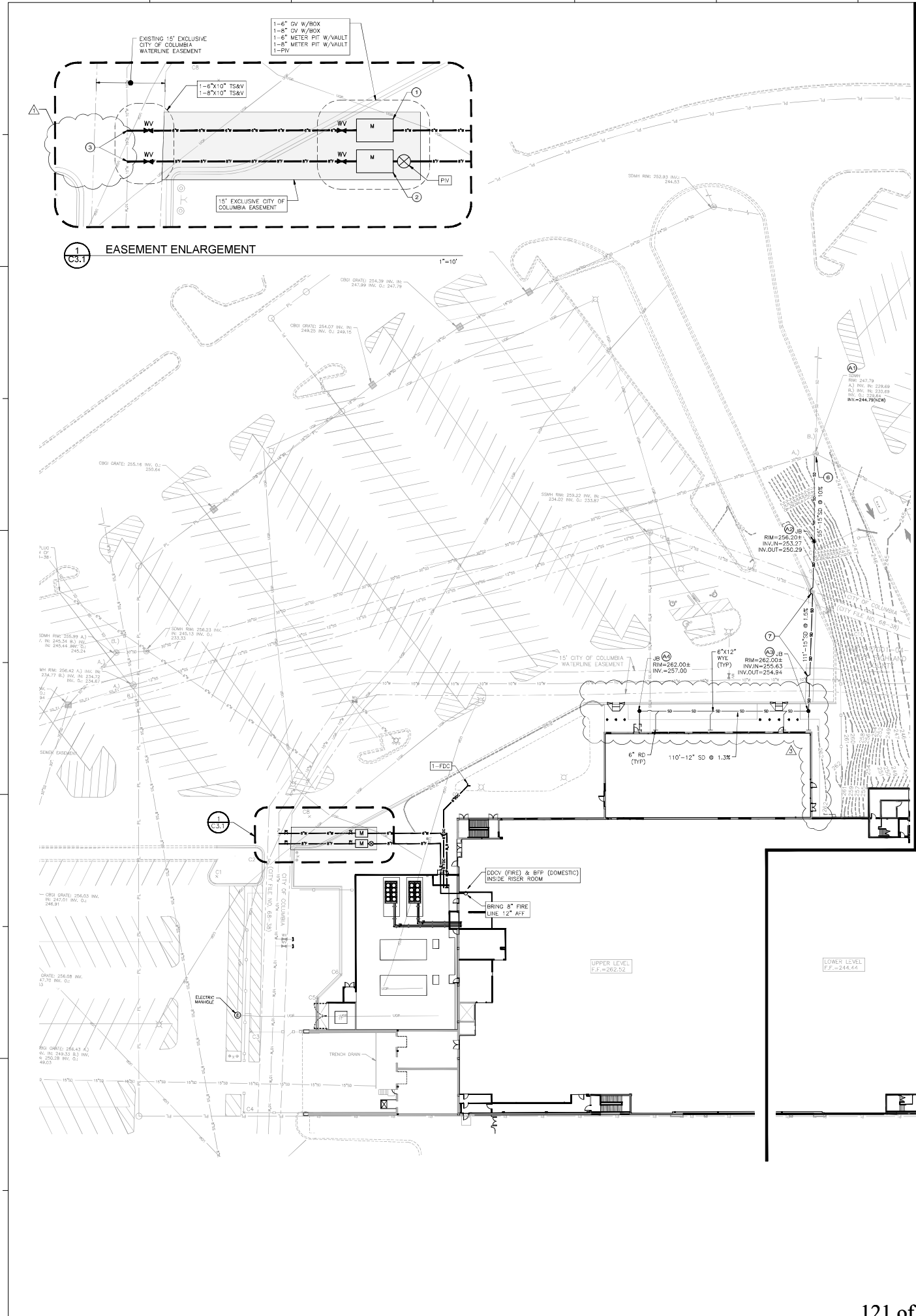
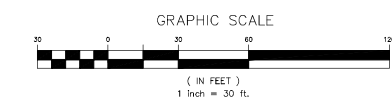
**PIPING NOTES - STORM**

- ALL STORM DRAIN LINES 12" AND LARGER SHALL BE HDPE STORM DUAL WALL POLYPROPYLENE PIPE BY ADS (OR APPROVED EQUAL), OR RCP CLASS III UNLESS OTHERWISE INDICATED. THE CONTRACTOR HAS THE OPTION OF USING RCP OR HDPE PIPE FOR ALL STORM DRAINAGE LINES UNLESS SPECIFICALLY NOTED.
- ALL ROOF DRAIN LINES SHALL BE HDPE PVC (SCH 40) WITH WATER TIGHT JOINTS.

**CROSSING NOTES**

CROSSING A WATER MAIN OVER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAD AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, UNLESS LOCAL CONDITIONS OR BARRIERS PRESENT AN 18 INCH VERTICAL SEPARATION, IN WHICH CASE, BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.

CROSSING A WATER MAIN UNDER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER, BOTH THE WATER MAIN AND THE SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING. A SECTION OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING.





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

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA  
FOR WATER LINES LOCATED AT COLUMBIA MALL; RICHLAND  
COUNTY TMS #17001-04-42.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to  
grant a deed to water lines to the City of Columbia, as specifically described in the attached  
DEED TO WATER LINES FOR RICHLAND COUNTY PUBLIC SAFETY CENTER;  
RICHLAND COUNTY TMS #17001-04-42 (PORTION); CF #DPO-2023-12-0096, which is  
attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
          Jessica Mackey, Chair

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

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

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

STATE OF SOUTH CAROLINA )  
  
COUNTY OF RICHLAND )

DEED TO WATER LINES FOR  
RICHLAND COUNTY PUBLIC  
SAFETY CENTER; RICHLAND  
COUNTY TMS #17001-04-42  
(PORTION); CF #DPO-2023-12-0096

**RICHLAND COUNTY**

to

**CITY OF COLUMBIA**

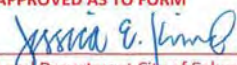
FOR VALUE RECEIVED, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" and 8" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP), and all components to complete the system and more clearly shown on City File #DPO-2023-12-0096.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #DPO-2023-12-0096, which is incorporated herein by specific reference thereto.

An 8" water line beginning at a 10" x 8" tapping sleeve and valve and tied to an existing 10" City of Columbia water line (Columbia Mall; CF #68-38), located on the subject property, one hundred fifteen and seven tenths (115.7) feet southwest of the northwestern building corner of MALL BUILDING; thence extending therefrom in an easterly direction along the subject property, for a distance of three and four tenths (3.4) feet to a 45° bend located on the subject property, one hundred twelve and five tenths (112.5) feet southwest of the northwestern building corner of MALL BUILDING; thence turning and extending therefrom in a northeasterly direction along the subject property, for a distance of five and two tenths (5.2) feet to a 45° bend located on the subject property, one hundred eight and five tenths (108.5) feet southwest of the northwestern building corner of MALL BUILDING; thence turning and extending therefrom in an easterly direction along the subject property, for a distance of forty-two and three tenths (42.3) feet to a meter pit located on the subject property, sixty-eight and five tenths (68.5) feet southwest of the northwestern building corner of MALL BUILDING; thence terminating.

**Also**, a 6" water line beginning at a 10" x 6" tapping sleeve and valve and tied to an existing 10" City of Columbia water line (Columbia Mall; CF #68-38), located on the subject property, one hundred fifteen and seven tenths (115.7) feet southwest of the northwestern building corner of MALL BUILDING; thence extending therefrom in an easterly direction along the subject property, for a distance of two and four tenths (2.4) feet to a 45° bend located on the subject property, one hundred thirteen and three tenths (113.3) feet southwest of the northwestern building corner of MALL BUILDING; thence turning and extending therefrom in a northeasterly direction along the subject property, for a distance of eight and eight tenths (8.8) feet to a 45° bend located on the subject property, one hundred six and eight tenths (106.8) feet southwest of the northwestern building corner of MALL BUILDING; thence turning and extending therefrom in an easterly

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC

1/7/2025

direction along the subject property, for a distance of forty-two and three tenths (42.3) feet to a meter pit located on the subject property, sixty-four and five tenths (64.5) feet southwest of the northwestern building corner of MALL BUILDING; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, Grantor's contractor, agent, or any other party acting on behalf of Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in development of property served by said water lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of access, ingress, egress, construction, operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees that no future construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also, granted herein is an easement for access, ingress and egress along the entrance drives, private alleyways, driveways and common areas for the construction, operation, maintenance, repair, reconstruction and extension of services on the water lines and appurtenances for this development.

This conveyance also includes all water line easements shown on a set of record drawings for Richland County Public Safety Center, in Richland County, and near the City of Columbia, SC, dated December 11, 2024, last revised January 3, 2025, prepared for Richland County, prepared by ADC Engineering, Inc., Robert Bruce Todd, S.C.P.E. #15310 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City File #DPO-2023-12-0096.

These water lines are more clearly delineated on a set of record drawings for Richland County Public Safety Center, in Richland County, and near the City of Columbia, SC, dated December 11, 2024, last revised January 3, 2025, prepared for Richland County, prepared by ADC Engineering, Inc., Robert Bruce Todd, S.C.P.E. #15310 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City File #DPO-2023-12-0096.

TS

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TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances of whatsoever kind or nature, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

**RICHLAND COUNTY**

\_\_\_\_\_  
(1<sup>st</sup> Witness Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(2<sup>nd</sup> Witness Signature)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Print Title)

STATE OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(Name and Title of Officer)

of \_\_\_\_\_ on behalf of the within named Grantor.  
(City and State)

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Attorney Certification

I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Richland County Public Safety Center, with Richland County, as Grantor and the City of Columbia, as Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
State Bar Number: \_\_\_\_\_

## Richland County Council Request for Action

**Subject:**

Case #24-044MA  
Gene Pierce  
AG and HM to R3 (51.52 Acres)  
1519 and 1525 Hardscrabble Road  
TMS #R14600-03-63 and R14600-03-25

**Notes:**

First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading:  
Public Hearing: February 25, 2025

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R14600-03-63 AND R14600-03-25 FROM AGRICULTURAL DISTRICT (AG) AND HOMESTEAD DISTRICT (HM) TO RESIDENTIAL THREE DISTRICT (R3); 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 properties described as TMS # R14600-03-63 and R14600-03-25 from Agricultural District (AG) and Homestead District (HM) to Residential Three District (R3).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2025  
First Reading: February 25, 2025  
Second Reading: March 4, 2025  
Third Reading: March 18, 2025



## **REQUEST OF ACTION**

**Subject:** FY25 - District 5 Hospitality Tax Allocations

### **A. Purpose**

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

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

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 7,650
Transitions Homeless Center	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 84,800</b>
<b>Remaining FY2025 Balance</b>	<b>\$ 275</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
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY25 - District 6 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$1,000** for District 6.

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

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

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

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

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$300,000
Central Midlands Development Corporation	\$ 1,000
<b>Total Allocation</b>	<b>\$ 1,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 88,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$293,425</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
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY25 - District 9 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 9.

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

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

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

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



Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$232,935
Delta House, Inc.	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 77,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$228,360</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
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

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

**E. Final Recommendation**

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