



Richland County Council
Regular Session
MINUTES
March 18, 2025 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Derrek Pugh, Tyra Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier Alleyne, 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, Jackie Hancock, Stacey Hamm, Andy Haworth, Michelle Onley, Geo Price, Tina Davis-Gooden, Quinton Epps, John McKenzie, Jeff Ruble, and Synithia Williams.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
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 Alfreda W. Tindal’s 45 years of Service to Richland County** – Mr. Livingston moved to adopt the resolution recognizing Ms. Alfreda W. Tindal’s 45 years of service to Richland County, seconded by Ms. Barron.

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

The vote in favor was unanimous.

Ms. Mackey read the resolution into the record.
 - b. **Ratification of Resolution to Honor the Life and Legacy of Angie Stone** – Ms. Barron moved to ratify a resolution honoring the life and legacy of Angie Stone, seconded by Ms. Little.

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

The vote in favor was unanimous.

Ms. Mackey read the resolution into the record.
5. **APPROVAL OF MINUTES**
 - a. **Regular Session: March 4, 2025** – Ms. English moved to approve the minutes as distributed, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Ms. Newton thanked the staff who attended the March 13th Town Hall and wanted to make the public aware that all three re-zoning requests discussed at the town hall will be deferred or withdrawn at the March 25th Zoning Public Hearing.

6. **ADOPTION OF AGENDA** – County Attorney Patrick Wright indicated Item 7(b): “Project Connect Property” needed to be deferred until the April 1, 2025, Council meeting.

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

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. Public-Private Partnership Considerations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1), (2), and (5)]
- b. Project Connect Property [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) and (5)] – This item was deferred during the Adoption of the Agenda.
- 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)]

Mr. Livingston moved to go into 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.

***Council went into Executive Session at approximately 6:21 PM
and came out at approximately 6:36 PM***

Ms. Newton 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. No action was taken in Executive Session.

- a. Public-Private Partnership Considerations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1), (2) and (5)] – Mr. Branham moved to adopt Marketing Option #1, with the changes discussed in Executive Session, seconded by Ms. Barron.

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

Opposed: Weaver

The vote was in favor.

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

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

The motion for reconsideration failed.

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. Tammy Carroll, 119 Renaissance Way, Columbia, SC 29204 – MoreJustice

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration

1. *General Updates*

- a. Office of Small Business Opportunity Workshop: Finance Forward, March 20, 2025, 10:00 AM–12:30 PM, 4th Floor Conference Room
- b. Central Midlands Council of Governments: Rural Transportation Committee Meeting, March 20, 2025, 1:00-2:00 PM, Virtual

2. *Richland County Conservation Commission FY25-26 Annual Plan and Presentation* – Mr. John Grego, Conservation Commission Chair, presented the FY25-26 Annual Plan to Council.

Ms. Newton inquired how closely the Conservation Commission collaborates with Planning staff to share the Green Infrastructure Analysis and if it is a part of our evaluation process.

Mr. Grego indicated it is coordinated with the County’s GIS Department.

Ms. Barron asked when the self-guided tour of the Richland County African-American historic sites would be implemented and if there would be a big rollout.

Mr. Grego responded that they anticipate the rollout will be in early June 2025. The scope of work placed an emphasis on marketing.

Ms. Terracio requested the dates of the Ag & Art Tour.

Mr. Grego stated the Ag & Art Tour will be June 7-8, 2025.

- 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* – Mr. Leonardo Brown, County Administrator, stated Columbia International University has requested Council’s support of its application to Senator Graham and Representative Clyburn for Congressionally Directed Funding to support science equipment needed to double CIU Nursing and STEM programs. The letter of support does not commit anything to the university.

Ms. Mackey moved to provide a letter of support to Columbia International University for its application to Senator Graham and Representative Clyburn, seconded by Mr. Livingston.

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

Opposed: Terracio.

The vote was in favor.

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

- a. District 2 RE-Zoning Town Hall, March 20, 2025, 6:00-7:30 PM, Doko Manor, 100 Alvina Hagood Circle, Blythewood – Ms. Anette Kirylo, Clerk to Council, announced District 2 is hosting a re-zoning town hall on March 20, 2025, 6:00-7:30 PM, Doko Manor, 100 Alvina Hagood Circle, Blythewood.
- b. Districts 8 and 9 Town Hall, March 31, 2025, 6:00-7:30 PM, North Springs Park, 1320 Clemson Road – Ms. Kirylo announced Districts 8 and 9 will be hosting a town hall on March 31, 2025, 6:00-7:30 PM, North Springs Park, 1320 Clemson Road, Columbia.
- c. District 7 Annual Community Walk, March 22, 2025, 9:00 AM, Meadowlake Park, 600 Beckman Road – Ms. Kirylo announced District 7 will be hosting their annual community walk, March 22, 2025, 9:00 AM, Meadowlake Park, 600 Beckman Road, Columbia.

12. **REPORT OF THE CHAIR** – Ms. Mackey wished Ms. Alleyne a “Happy Birthday” and congratulated Ms. Barron on her recent engagement.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- 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 – No one signed up to speak.
- 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 Count; 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 – 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} [THIRD READING] {Ordinance 005-25HR}
- b. Case #24-038MA, Madison Pickrel, R2 to R3 (12.93 Acres), 424 Rabon Road, TMS #R17209-01-02 {District 7} [THIRD READING] {Ordinance 006-25HR}
- c. Case #24-043MA, Krystal Martin, R4 to LI (2.4 Acres), 10539 Farrow Road, TMS #R17500-02-18 {District 2} [THIRD READING] {Ordinance 007-25HR}

- 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 {District 10} [THIRD READING] {Ordinance 008-25HR}
- e. Case #24-054MA, Brian Harbison, RT to R2, (1.03 Acres), 209 Summer Haven, TMS #R01312-02-02 [THIRD READING] {Ordinance 009-25HR}
- f. Case #24-056MA, Phillip Bradley, RT to R5 (3.59 Acres), 737 Ross Road, TMS #R17112-01-02 and R17112-01-03 {District 7} [THIRD READING] {Ordinance 010-25HR}
- g. Case #24-057MA, Phillip Bradley, HM to R3 (5.74 Acres), 747 Ross Road, TMS #R17112-02-01(p) {District 7} [THIRD READING] {Ordinance 011-25HR}
- h. Case #24-058MA, Fil Mabry, AG to HM (64.84 Acres), 8112 Sandfield Road, TMS #R17800-01-13 {District 2} [THIRD READING] {Ordinance 012-25HR}
- i. Case #24-059MA, Joanne Williams, R6 to R2 (2.43 Acres), 3931 Baldwin Road, TMS #R14103-03-10 {District 3} [THIRD READING] {Ordinance 013-25HR}
- 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 {District 3} [THIRD READING] {Ordinance 014-25HR}
- 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(p), R20100-05-01, R20100-05-02, R20100-05-04, R20100-05-05 & R20100-05-08 {District 7} [THIRD READING] {Ordinance 015-25HR}
- l. Case #25-004MA, Carol Crooks, AG to HM (10.55 Acres), 624 Langford Road, TMS #R20600-01-04(p) {District 2} [THIRD READING] {Ordinance 016-25HR}

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

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

The vote in favor was unanimous.

Ms. English moved to reconsider Items 14(a)-14(1), seconded by Ms. Teracio.

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

The motion for reconsideration failed.

15. **THIRD READING ITEM**

- 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 - {Ordinance 017-25HR} Mr. Livingston moved to approve this item, seconded by Mr. Weaver.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.
The vote in favor was unanimous.
- 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 - {Ordinance 018-25HR} Ms. English moved to approve this item, seconded by Ms. Barron.
In Favor: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
Opposed: Branham
The vote was in favor.
- c. An Ordinance authorizing deed to the City of Columbia for water lines located at Columbia Mall, Richland County TMS #17001-04-02 - {Ordinance 019-25HR} Mr. Pugh moved to approve this item, seconded by Ms. Newton.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

- 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} – Ms. Barron moved to defer this item until the April 1, 2025 Council meeting, seconded by Mr. Branham.

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 15(a)-15(c), seconded by Ms. Barron.

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

The motion for reconsideration failed.

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

- a. Public-Private Partnership Considerations [EXECUTIVE SESSION] [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1), (2) and (5)] – This item was taken up in Executive Session.

17. **OTHER ITEMS**

- a. FY25 District 5 Hospitality Tax Allocations (Transitions Homeless Center - \$5,000)

- b. FY25 – District 6 Hospitality Tax Allocations (Central Midlands Development Corporation - \$1,000)

- c. FY25 – District 9 Hospitality Tax Allocations (Delta House, Inc. - \$10,000)

Ms. Newton moved to approve Items 17(a)-17(c), seconded by Ms. Mackey.

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 17(a)–17(c), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

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

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

The vote in favor was unanimous.

*Council went into Executive Session at approximately 7:07 PM
and came out at approximately 7:39 PM*

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

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

The vote in favor was unanimous.

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

- 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. Property Inquiry – Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- c. Food Safety Case Request [Pursuant to SC Code of Laws, Sec. 30-4-70 (a)(2)] – Mr. Weaver moved to authorize the County Attorney to engage in potential litigation discussions related to the Food Safety Case Request, as discussed in Executive Session, seconded by Ms. English.

Ms. Terracio asked for clarification on whether this motion would allow the County Attorney to provide further information before proceeding.

Ms. Mackey stated the motion was to authorize the County Attorney to move forward with discussions.

For clarification, Mr. Weaver stated his motion was so the attorney could engage in those discussions and come back to Council with more discussion.

Ms. Mackey inquired if Ms. English supported Mr. Weaver's amended motion.

Ms. English replied in the affirmative.

Mr. Branham stated, to confirm, under this motion, the County Attorney would not be formally retaining counsel to enter into litigation but would be a conversation with potential counsel about potentially engaging in litigation.

Mr. Weaver responded that was his understanding.

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

Opposed: Newton

The vote was in favor.

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

20. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. Newton.

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 7:43 PM.



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**RECOGNIZING ALFREDA WALTERS TINDAL
45 YEARS OF SERVICE AND RETIREMENT**

WHEREAS, Alfreda Walters Tindal has dedicated over four decades of exemplary service to Richland County, beginning her career on June 16, 1980, as a Clerk II with the Public Works Road Maintenance Department; and

WHEREAS, throughout her tenure, she played a vital role in shaping Richland County's addressing and road-naming system, ensuring efficiency, accuracy, and accessibility for residents; and

WHEREAS, Ms. Tindal broke barriers as the first Black female supervisor at Richland County Public Works and later as the first Black female Chairperson of the Richland County Grievance Board; and

WHEREAS, Ms. Tindal was instrumental in the implementation of the countywide Enhanced 9-1-1 Program, serving as E9-1-1 Coordinator and leading efforts to standardize addressing protocols to enhance emergency response; and

WHEREAS, her dedication and contributions earned her numerous accolades, including the 2000 Census Trophy for her role in Richland County's population ranking and the SC APCO/NENA Honorable Mention 9-1-1 Technician of the Year Certificate in 2004; and

WHEREAS, beyond her professional achievements, Ms. Tindal has been a mentor, advocate, and community leader, actively serving as a member of Delta Sigma Theta Sorority, Inc., the Greater Columbia Chapter SC State University National Alumni Association, and as a foreign missionary; and

WHEREAS, Ms. Tindal is a devoted mother to her two children, Dr. La Nisha Tindal and Nero Tindal, IV, and a loving grandmother to her grandchildren, Kiley and Stokely Tindal, who bring her immense joy and pride; and

WHEREAS, after 45 years of exceptional service, Ms. Tindal retired on February 28, 2025, leaving behind a lasting legacy of excellence, leadership, and dedication to Richland County and its residents;

NOW, THEREFORE, BE IT RESOLVED that Richland County Councilmembers Jason Branham, Derrek Pugh, Tyra K. Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier Alleyne, Jesica Mackey, Chakisse Newton, and Cheryl English recognize and commend Alfreda Walters Tindal for her extraordinary service, groundbreaking leadership, and unwavering commitment to the residents of Richland County.

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 18th day of March 2025

Anette Aquino Kirylo
Richland County Clerk of Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**RECOGNIZING THE LIFE & LEGACY OF NEO-SOUL ARTIST
ANGIE STONE**

WHEREAS, Angela Laverne Brown, known as Angie Stone, was born on December 18, 1961 in Columbia, South Carolina to Mr. and Mrs. Pizar and Iona Williams; and

WHEREAS, Angie Stone graduated from C. A. Johnson High School and began singing gospel music at First Nazareth Baptist Church both located in Columbia, South Carolina; and

WHEREAS, in the late 1970's, Angie Stone joined Gwendolyn Chisolm and Cheryl Cook and formed the rap trio "The Sequence", and birthed their first hit in 1980 "*Funk You Up*" which reached No. 15 on Billboard's R&B/Hip-Hop chart; and

WHEREAS, Angie Stone later formed the group "Vertical Hold" that produced two albums and the hit singles "*Summertime*", "*Seems You're Much Too Busy*" and "*ASAP*"; and

WHEREAS, shortly thereafter, Angie Stone signed with Arista Records as a solo artist and released *Black Diamond* in 1999, which earned her two Soul Train Lady of Soul Awards; and

WHEREAS, Angie Stone has released several albums, including *Mahogany Soul* (2001), *Stone Love* (2004), *The Art of Love & War* (2007), *Unexpected* (2009), *Rich Girl* (2012), *Dream* (2015); and she released her ninth studio album *Full Circle* in 2019. Angie was inducted into the Women Songwriters Hall of Fame in June 2024; and

WHEREAS, in addition to her tremendous musical talents, Angie Stone also acted in stage and film productions, to include "*The Fighting Temptations*", "*Pastor Brown*" and the musical "*Chicago*;" and

WHEREAS, Ms. Stone shared her success with her daughter, Diamond, her son, Michael D. Archer II and two grandchildren; and

NOW, THEREFORE, BE IT RESOLVED, that Richland County Councilmembers Jason Branham, Derrek Pugh, Tyra K. Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier Alleyne, Jesica Mackey, Chakisse Newton, and Cheryl English do hereby recognize and celebrate the life and accomplishments of Angie Stone, her exceptional musical talent, and her legacy of groundbreaking artistry.

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 15th day of March 2025

Anette Aquino Kirylo
Richland County Clerk of Council



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



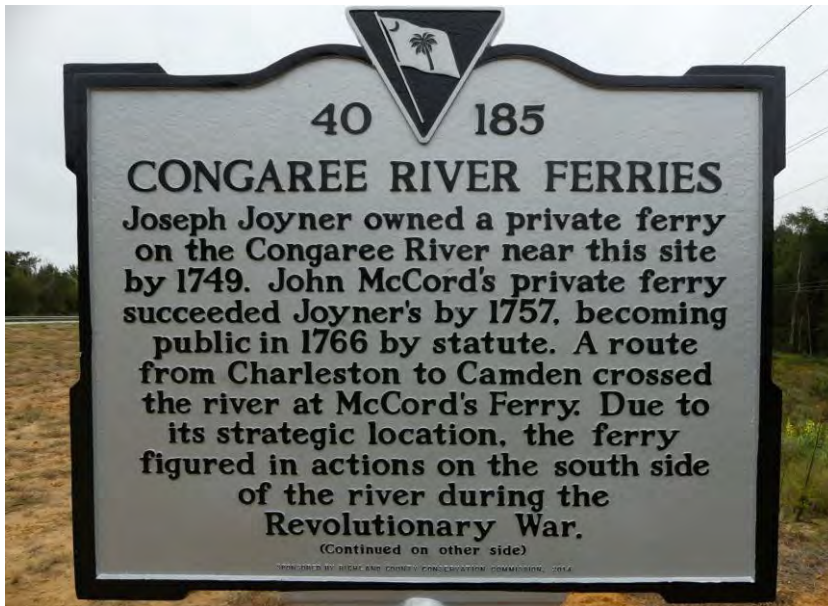
FY25-26 Recommendations for Development

- 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

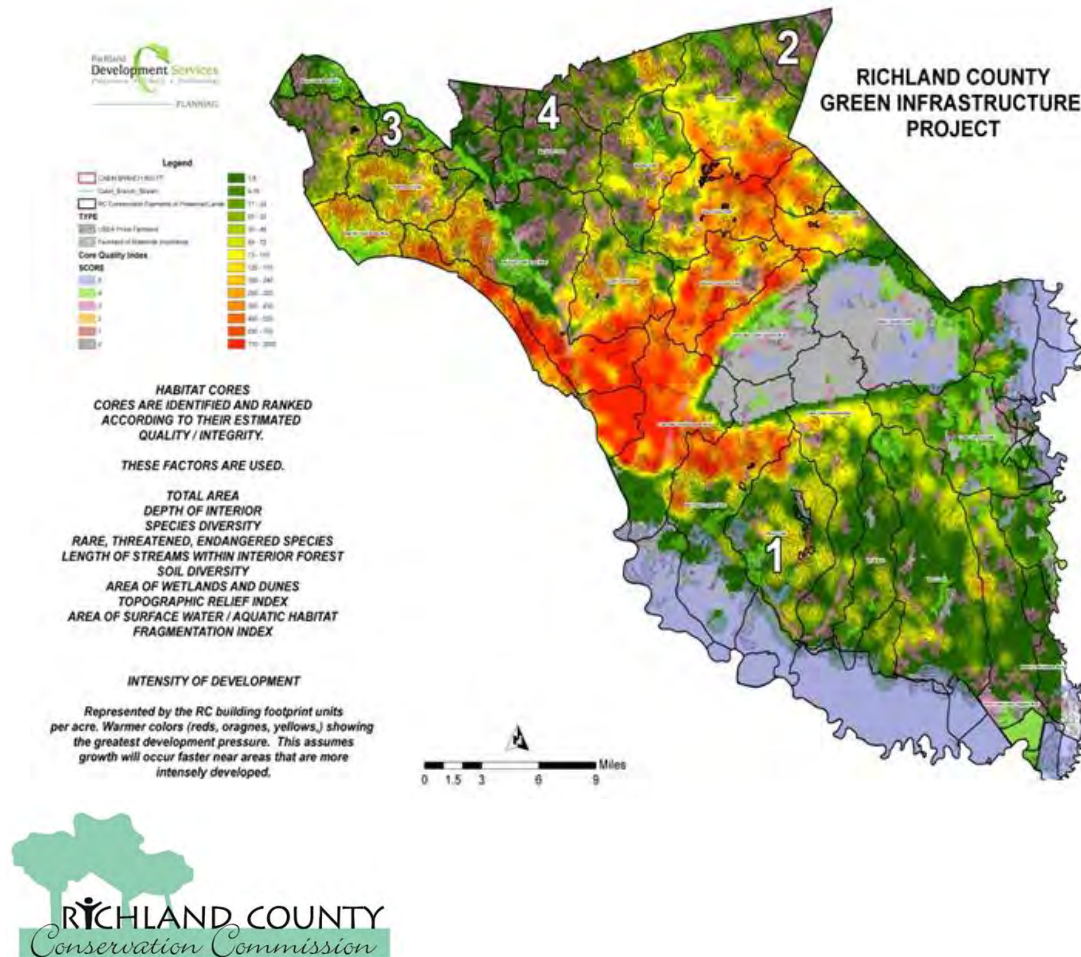
- Funding Source: ½ mil Special Revenue Fund
- Conservation easement monitoring, evaluation and acquisition



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



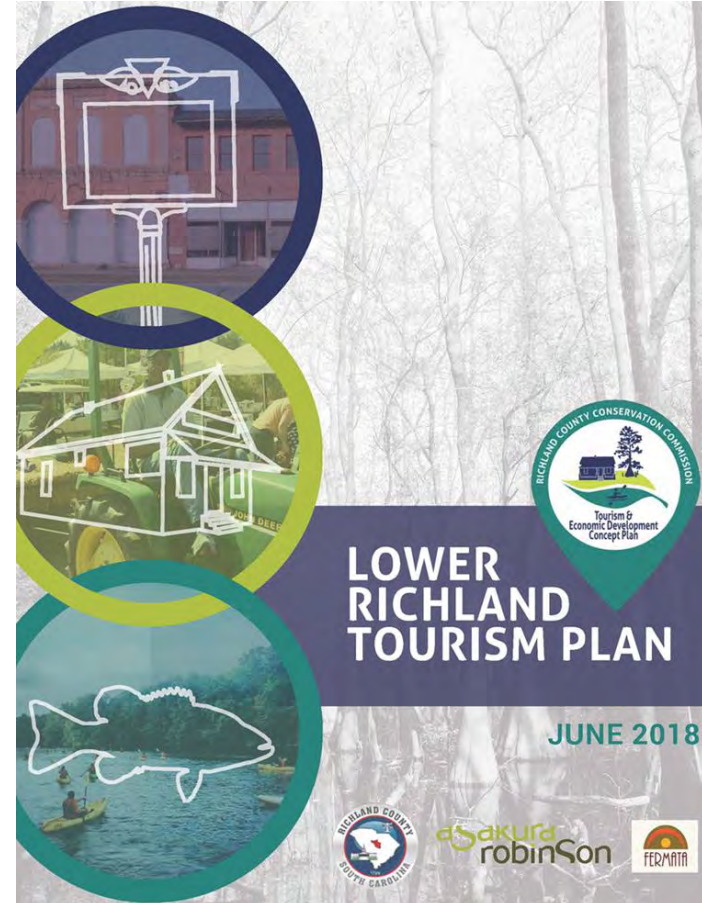
FY25-26 Recommendations for Development

- 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

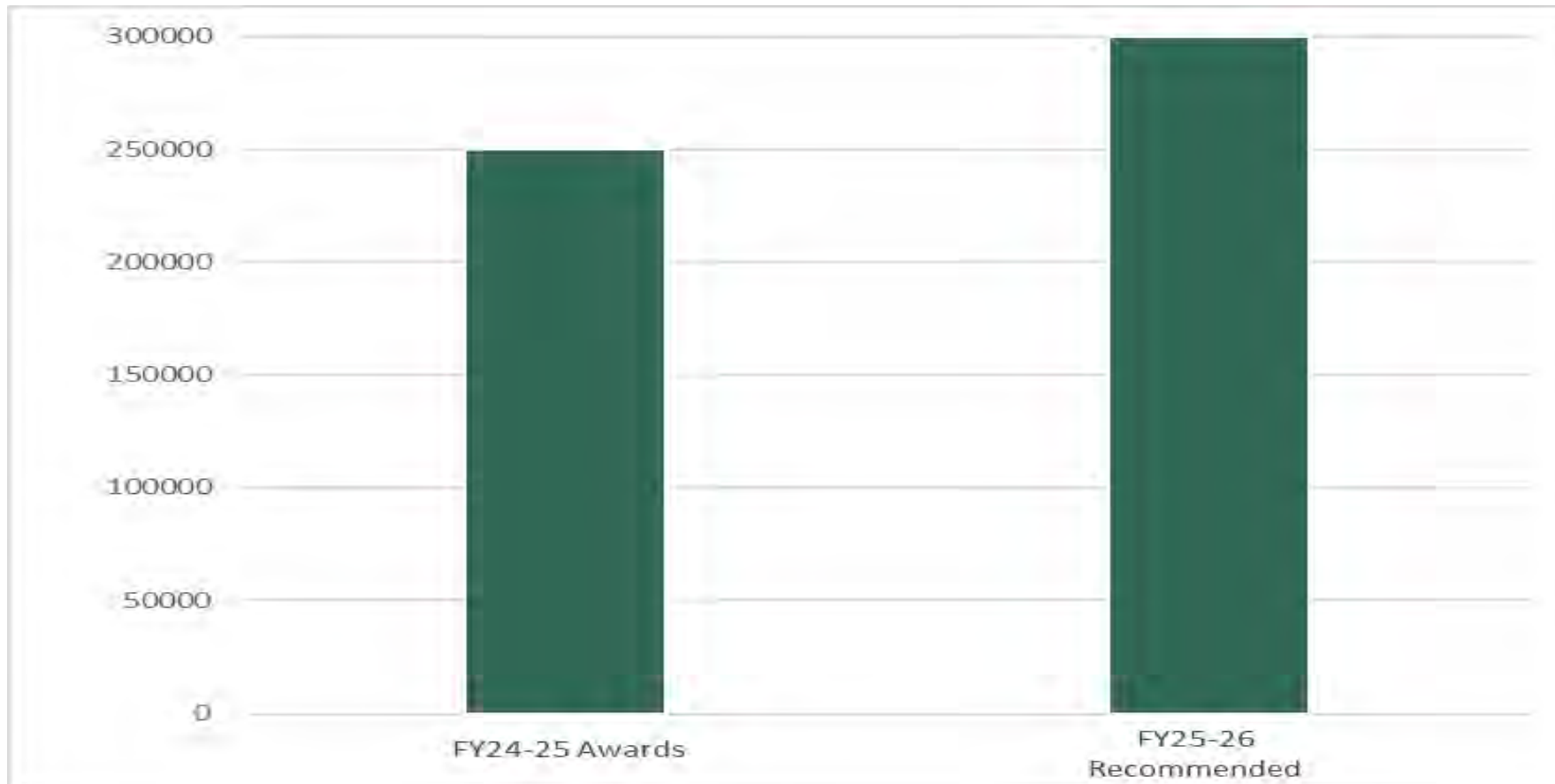


Ongoing Projects

- \$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



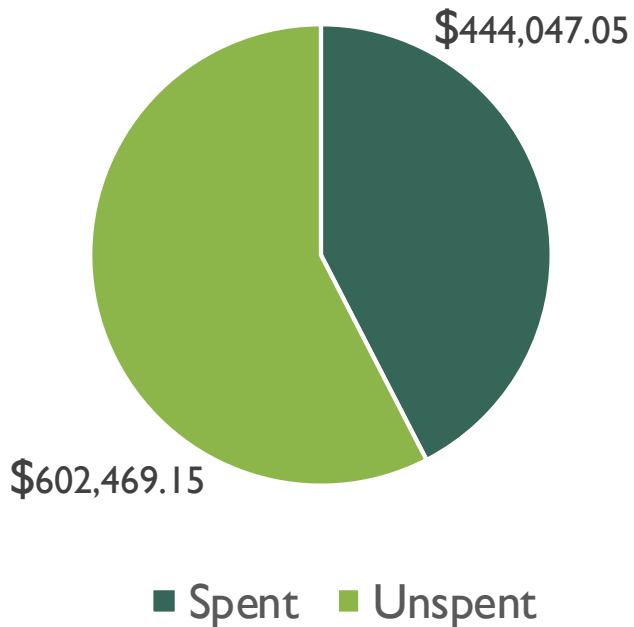
Financial Summaries – Conservation Grants



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

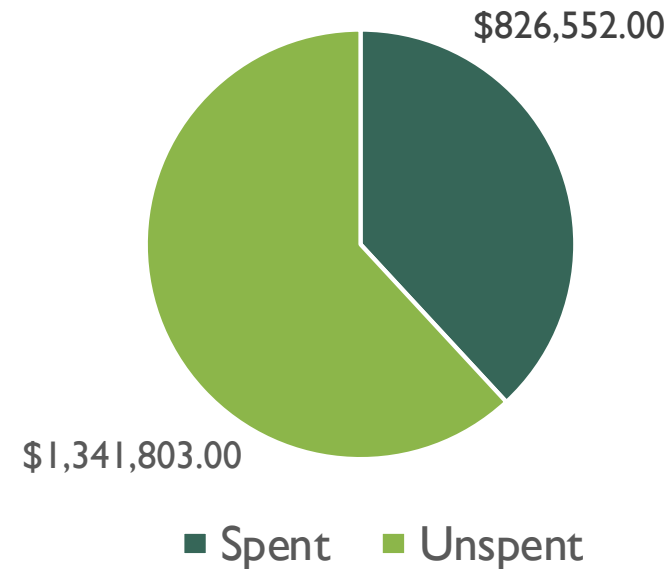
FY24 RCCC Budget



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



STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 005-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: July 11, 2024
RC PROJECT: 24-021 MA
APPLICANT: Heather Elenbaum

LOCATION: 1723 Hard Scrabble Road

TAX MAP NUMBER: R17301-01-01 & 02, R17302-01-01 & 02
ACREAGE: 83.75 acres
EXISTING ZONING: M-1
PROPOSED ZONING: R4

ZPH SIGN POSTING: February 7, 2025

Staff Recommendation

Approval

Background

Zoning History

The original zoning as adopted September 7, 1977 was Light Industrial District (M-1).

Zoning District Summary

The Residential 4 District (R4) provides lands primarily for moderate- to high-intensity single-family residential development, located within walkable, well connected neighborhoods. Development allowed in this district includes residential dwellings and public, civic, and institutional uses that support various residential development types.

Maximum density standard: no more than nine (9) dwelling units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 753 dwelling units.

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

Direction	Existing Zoning	Use
<u>North:</u>	GC	Undeveloped
<u>South:</u>	M-1/M-1	Residential/ Commercial uses
<u>East:</u>	N/A	I-77
<u>West:</u>	R1	Residential Subdivision

Discussion

Parcel/Area Characteristics

The parcel has frontage along Hard Scrabble Road and is currently undeveloped. The surrounding parcels are zoned General Commercial (GC), Light Industrial (M-1), and Residential 1 District (R1). There are no sidewalks or streetlights along this Hard Scrabble Road. The surrounding area is characterized by residential uses and some commercial uses to the south. North of the subject parcel is undeveloped. South of the site is a porta potty business. East of the site is I-77.

Public Services

The Killian fire station (station number 27) is located on Farrow Road, approximately 1.4 miles northeast of the subject parcel. The W.J. Kennan High School is located 1.3 miles southwest of the subject parcel on Pisgah Church Road. Records indicate that the parcel is in the City of Columbia's water and sewer service area.

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

Plans & Policies

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

Land Use and Design

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

Desired Development Pattern

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

Traffic Characteristics

The 2023 SCDOT traffic count (Station # 439) located west of the subject parcel on Hard Scrabble Road identifies 3,500 Average Daily Trips (ADT's). This section of Hard Scrabble Road is classified as a two lane undivided minor arterial road, maintained by SCDOT with a design capacity of 10,800 ADT's. This segment of Fairfield Road is currently operating at Level of Service (LOS) "A".

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

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

Conclusion

The requested map amendment would be consistent with the objectives of the 2015 Comprehensive Plan for the Economic Development Center/Corridor future land use designation. According to the Plan, medium-and high-density residential uses are the preferred development type. In addition, the requested amendment would provide for uses that are similar to those previously approved in the adjacent area.

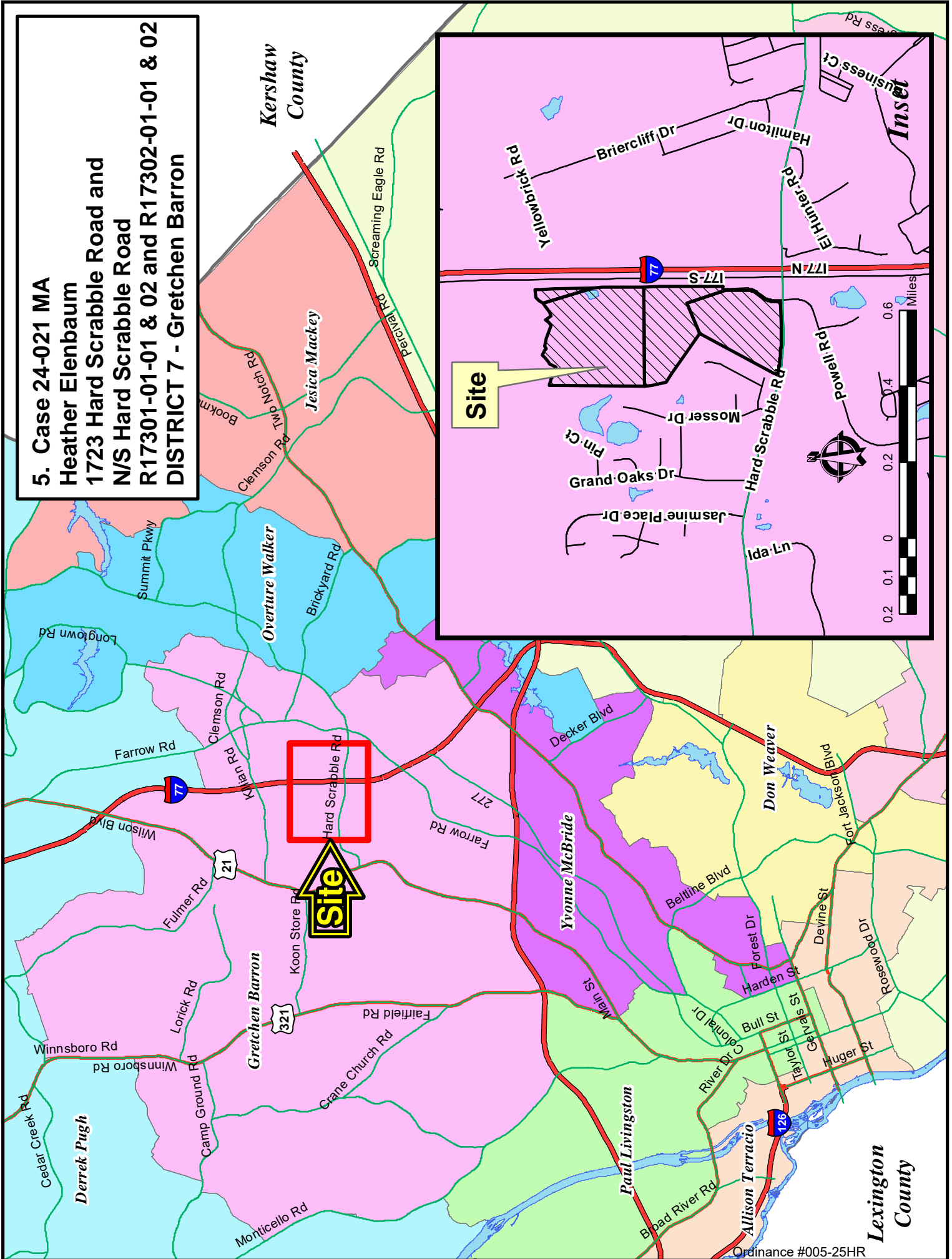
For these reasons, staff recommends **Approval** of this map amendment.

Planning Commission Action

At their **July 11, 2024** meeting, the Richland County Planning Commission **agreed** with the PSDS recommendation and recommends the County Council **approve** the proposed amendment for RC Project # **24-021 MA**.

**5. Case 24-021 MA
 Heather Elenbaum
 1723 Hard Scrabble Road and
 N/S Hard Scrabble Road
 R17301-01-01 & 02 and R17302-01-01 & 02
 DISTRICT 7 - Gretchen Barron**

**Kershaw
 County**



**Lexington
 County**

CASE 24-021

M-1 to R4

TMS R17301-01-01 & 02 and R17302-01-01 & 02

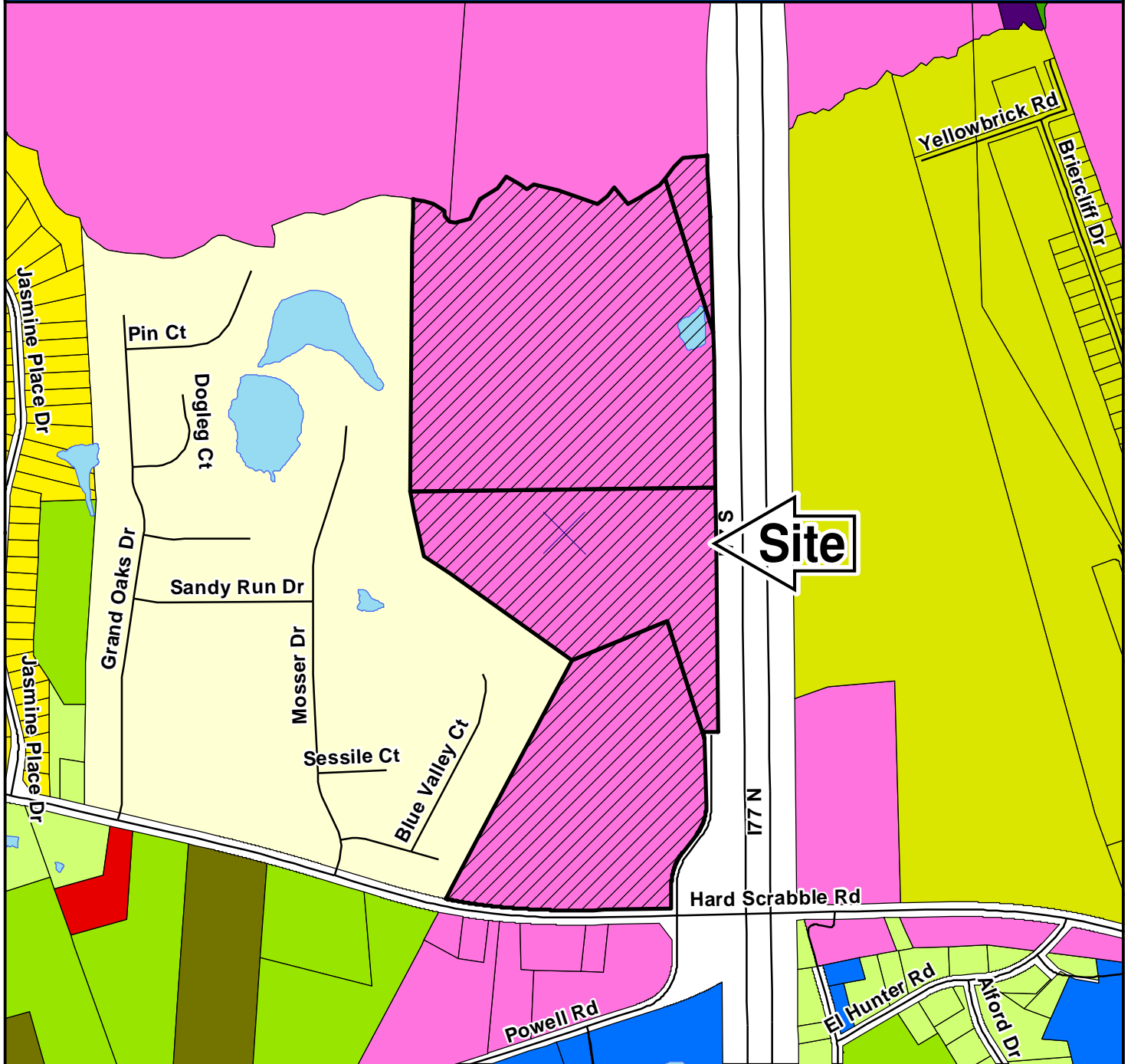


SPECIAL FLOOD HAZARD AREA

WETLANDS

Case 24-021 MA

M-1 to R4



ZONING CLASSIFICATIONS

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



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS

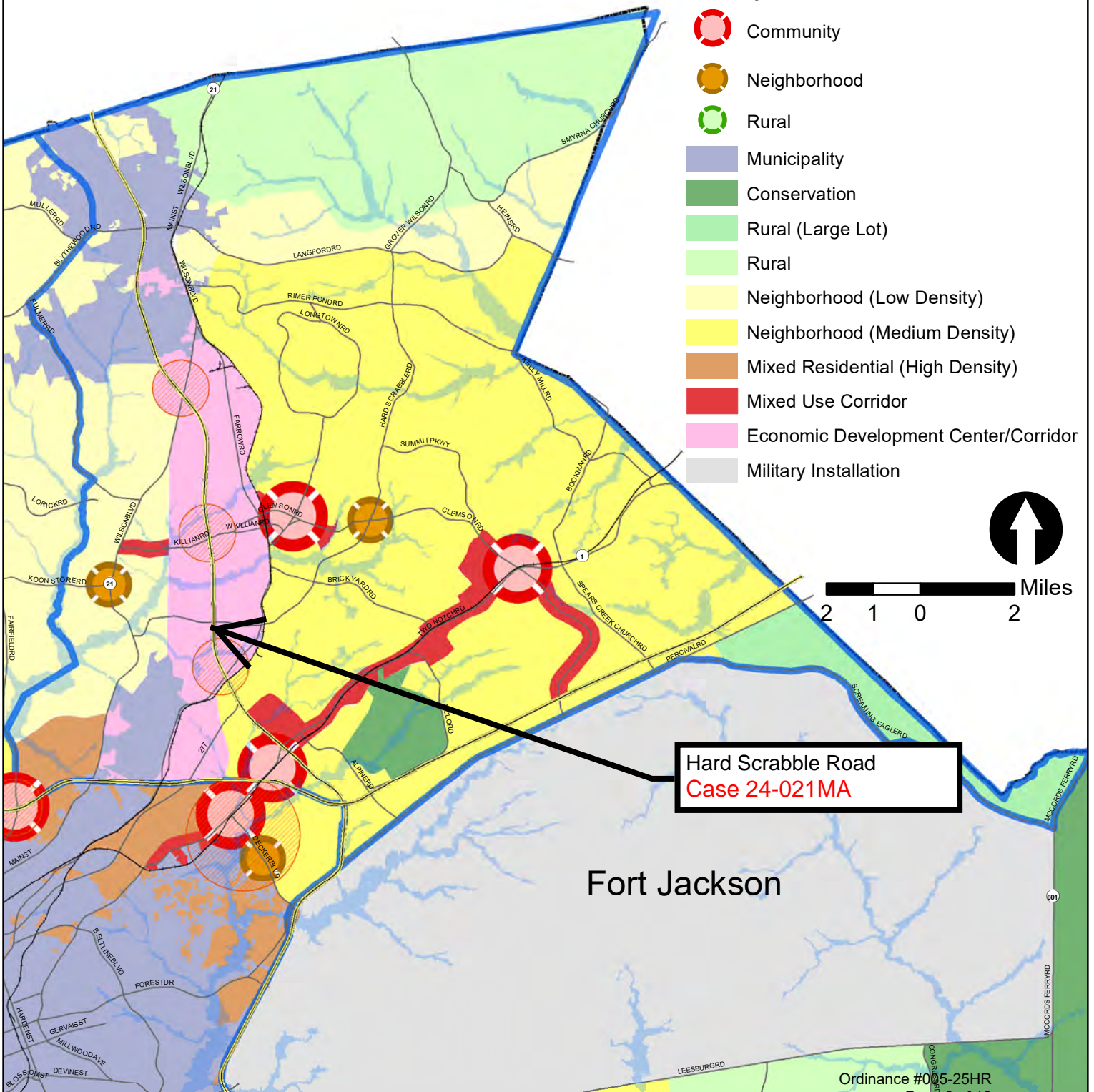


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Hard Scrabble Road
Case 24-021MA

Fort Jackson

Current Zoning District

Light Industrial (M-1) District

Agricultural Uses	
Animal Production	P
Animal Production Support Services	P
Crop Production	P
Crop Production Support Services	P
Fish Hatcheries	P
Forestry	P
Forestry Support Services	P
Poultry Farms	P
Produce Stands	P
Swine Farms	P
Veterinary Services (Livestock)	P
Residential Uses	
Accessory Dwellings	SR
Dwellings, Manufactured Homes on Individual Lots	SE
Accessory Uses and Structures	
Accessory Uses and Structures (Customary)	P
Recreational Uses	
Amusement or Water Parks, Fairgrounds	SR
Amusement Arcades	P
Athletic Fields	P
Batting Cages	SR
Billiard Parlors	P
Bowling Centers	P
Clubs or Lodges	P
Country Clubs with Golf Courses	SR
Dance Studios and Schools	P
Go-Cart, Motorcycle and Similar Small Vehicle Tracks	P
Golf Courses	SR
Golf Courses, Miniature	P
Golf Driving Ranges (Freestanding)	SR
Marinas and Boat Ramps	P
Martial Arts Instructional Schools	P
Physical Fitness Centers	P
Public or Private Parks	SR
Public Recreation Facilities	SR
Riding Stables	P
Shooting Ranges, Indoor	P
Skating Rinks	P
Swim and Tennis Clubs	P
Institutional, Educational and Civic Uses	
Ambulance Services, Emergency	P
Ambulance Services, Transport	P
Animal Shelters	SR

Auditoriums, Coliseums, Stadiums	P
Bus Shelters/Bus Benches	SR
Cemeteries, Mausoleums	SR
Community Food Services	P
Correctional Institutions	P
Day Care Centers, Adult	SR
Day Care, Child, Licensed Center	SR
Fire Stations	P
Government Offices	P
Individual and Family Services, Not Otherwise Listed	P
Libraries	P
Museums and Galleries	P
Places of Worship	P
Police Stations, Neighborhood	P
Post Offices	P
Postal Service Processing & Distribution	P
Schools, Administrative Facilities	P
Schools, Business, Computer and Management Training	P
Schools, Fine Arts Instruction	P
Schools, Junior Colleges	P
Schools, Technical and Trade (Except Truck Driving)	P
Schools, Truck Driving	P
Zoos and Botanical Gardens	SR
Business, Professional and Personal Services	
Accounting, Tax Preparation, Bookkeeping, and Payroll Services	P
Advertising, Public Relations, and Related Agencies	P
Automatic Teller Machines	P
Automobile Parking (Commercial)	P
Automobile Rental or Leasing	P
Automobile Towing, Not Including Storage	P
Automobile Towing, Including Storage Services	P
Banks, Finance, and Insurance Offices	P
Barber Shops, Beauty Salons, and Related Services	P
Building Maintenance Services, Not Otherwise Listed	P
Car and Light Truck Washes	P
Carpet and Upholstery Cleaning Services	P
Computer Systems Design and Related Services	P
Clothing Alterations/Repairs; Footwear Repairs	P
Construction, Building, General Contracting, with Outside Storage	SR

Construction, Heavy, with Outside Storage	SR
Construction, Heavy, without Outside Storage	P
Construction, Special Trades, with Outside Storage	SR
Construction, Special Trades, without Outside Storage	P
Employment Services	P
Engineering, Architectural, and Related Services	P
Exterminating and Pest Control Services	P
Funeral Homes and Services	P
Furniture Repair Shops and Upholstery	P
Hotels and Motels	P
Janitorial Services	P
Kennels	SR
Landscape and Horticultural Services	P
Laundromats, Coin Operated	P
Laundry and Dry Cleaning Services, Non- Coin Operated	P
Legal Services (Law Offices, Etc.)	P
Linen and Uniform Supply	P
Locksmith Shops	P
Management, Scientific, and Technical Consulting Services	P
Massage Therapists	P
Medical/Health Care Offices	P
Medical, Dental, or Related Laboratories	P
Motion Picture Production/Sound Recording	P
Office Administrative and Support Services, Not Otherwise Listed	P
Packaging and Labeling Services	P
Pet Care Services (Excluding Veterinary Offices and Kennels)	P
Photocopying and Duplicating Services	P
Photofinishing Laboratories	P
Photography Studios	P
Picture Framing Shops	P
Professional, Scientific, and Technical Services, Not Otherwise Listed	P
Publishing Industries	P
Real Estate and Leasing Offices	P
Rental Centers, with Outside Storage	P
Rental Centers, without Outside Storage	P
Repair and Maintenance Services, Appliance and Electronics	SR

Current Zoning District

Light Industrial (M-1) District (2)

Repair and Maintenance Services, Automobile, Major	P
Repair and Maintenance Services, Automobile, Minor	P
Repair and Maintenance Services, Boat and Commercial Trucks, Large	P
Repair and Maintenance Services, Boat and Commercial Trucks, Small	P
Repair and Maintenance Services, Commercial and Industrial Equipment	P
Repair and Maintenance Services, Home and Garden Equipment	P
Repair and Maintenance Services, Personal and Household Goods	P
Repair and Maintenance Services, Television, Radio, or Other Consumer Electronics	P
Research and Development Services	P
Security and Related Services	P
Septic Tank Services	P
Tanning Salons	P
Taxidermists	P
Theaters, Live Performances	P
Theaters, Motion Picture, Other Than Drive-Ins	P
Theaters, Motion Picture, Drive-Ins	P
Tire Recapping	P
Travel Agencies (without Tour Buses or Other Vehicles)	P
Traveler Accommodations, Not Otherwise Listed	P
Truck (Medium and Heavy) Washes	P
Vending Machine Operators	P
Veterinary Services (Non-Livestock, May Include Totally Enclosed Kennels Operated in Connection with Veterinary Services)	P
Watch and Jewelry Repair Shops	P
Weight Reducing Centers	P
Retail Trade and Food Services	
Antique Stores (See Also Used Merchandise Shops and Pawn Shops)	P
Appliance Stores	P
Art Dealers	P
Arts and Crafts Supply Stores	P
Auction Houses	P
Automotive Parts and Accessories Stores	P
Bakeries, Retail	P
Bars and Other Drinking Places	SR
Bicycle Sales and Repair	P
Boat and RV Dealers, New and Used	P

Book, Periodical, and Music Stores	P
Building Supply Sales with Outside Storage	P
Building Supply Sales without Outside Storage	P
Camera and Photographic Sales and Service	P
Candle Shops	P
Candy Stores (Confectionery, Nuts, Etc.)	P
Caterers, No On Site Consumption	P
Cigar Bars	SR
Clothing, Shoe, and Accessories Stores	P
Coin, Stamp, or Similar Collectibles Shops	P
Computer and Software Stores	P
Convenience Stores (with Gasoline Pumps)	P
Convenience Stores (without Gasoline Pumps)	P
Cosmetics, Beauty Supplies, and Perfume Stores	P
Department, Variety or General Merchandise Stores	P
Direct Selling Establishments, Not Otherwise Listed	P
Drugstores, Pharmacies, with Drive-Thru	P
Drugstores, Pharmacies, without Drive-Thru	P
Electronic Shopping and Mail Order Houses	P
Fabric and Piece Goods Stores	P
Flea Markets, Indoor	P
Flea Markets, Outdoor	P
Floor Covering Stores	P
Florists	P
Food Service Contractors	P
Food Stores, Specialty, Not Otherwise Listed	P
Formal Wear and Costume Rental	P
Fruit and Vegetable Markets	P
Fuel Sales (Non- Automotive)	SR
Furniture and Home Furnishings	P
Garden Centers, Farm Supplies, or Retail Nurseries	P
Gift, Novelty, Souvenir, or Card Shops	P
Grocery/Food Stores (Not Including Convenience Stores)	P
Hardware Stores	P

Health and Personal Care Stores, Not Otherwise Listed	P
Hobby, Toy, and Game Stores	P
Home Centers	P
Home Furnishing Stores, Not Otherwise Listed	P
Jewelry, Luggage, and Leather Goods (May Include Repair)	P
Liquor Stores	P
Manufactured Home Sales	SR
Meat Markets	P
Miscellaneous Retail Sales – Where Not Listed Elsewhere, and Where All Sales and Services are Conducted within an Enclosed Building	P
Motor Vehicle Sales – Car and Truck – New and Used	P
Motorcycle Dealers, New and Used	P
Musical Instrument and Supplies Stores (May Include Instrument Repair)	P
News Dealers and Newsstands	P
Office Supplies and Stationery Stores	P
Optical Goods Stores	P
Outdoor Power Equipment Stores	P
Paint, Wallpaper, and Window Treatment Sales	P
Pawnshops	P
Pet and Pet Supplies Stores	P
Record, Video Tape, and Disc Stores	P
Restaurants, Cafeterias	SR
Restaurants, Full Service (Dine-In Only)	SR
Restaurants, Limited Service (Dine-In)	SR
Restaurants, Limited Service (Delivery, Carry Out Only)	P
Restaurants, Limited Service (Drive-Thru)	P
Restaurants, Snack and Nonalcoholic Beverage Stores	P
Service Stations, Gasoline	P
Sporting Goods Stores	P
Television, Radio or Electronic Sales	P
Tire Sales	P
Tobacco Stores	P
Truck Stops	P
Used Merchandise Stores	P

Current Zoning District

Light Industrial (M-1) District (3)

Video Tape and Disc Rental	P
Warehouse Clubs and Superstores	P
Wholesale Trade	
Apparel, Piece Goods, and Notions	P
Beer/Wine/Distilled Alcoholic Beverages	P
Books, Periodicals, and Newspapers	P
Chemicals and Allied Products	P
Drugs and Druggists' Sundries	P
Durable Goods, Not Otherwise Listed	P
Electrical Goods	P
Farm Products, Raw Materials	P
Farm Supplies	P
Flowers, Nursery Stock, and Florist Supplies	P
Furniture and Home Furnishings	P
Groceries and Related Products	P
Hardware	P
Jewelry, Watches, Precious Stones	P
Lumber and Other Construction Materials	P
Machinery, Equipment and Supplies	P
Market Showrooms (Furniture, Apparel, Etc.)	P
Metal and Minerals	P
Motor Vehicles	P
Motor Vehicles, New Parts and Supplies	P
Motor Vehicles, Tires and Tubes	P
Motor Vehicles, Used Parts and Supplies	P
Nondurable Goods, Not Otherwise Listed	P
Paints and Varnishes	P
Paper and Paper Products	P
Petroleum and Petroleum Products	SR
Plumbing & Heating Equipment and Supplies	P
Professional and Commercial Equipment and Supplies	P
Scrap and Recyclable Materials	SE
Sporting and Recreational Goods and Supplies (Except Sporting Firearms and Ammunition)	P
Sporting Firearms and Ammunition	P
Timber and Timber Products	P
Tobacco and Tobacco Products	P
Toys and Hobby Goods and Supplies	P
Transportation, Information, Warehousing, Waste Management, and Utilities	
Airports or Air Transportation Facilities and Support Facilities	P
Antennas	SR

Bus Facilities, Interurban	P
Bus Facilities, Urban	P
Charter Bus Industry	P
Courier Services, Central Facility	P
Courier Services, Substations	P
Limousine Services	P
Materials Recovery Facilities (Recycling)	P
Radio and Television Broadcasting Facilities (Except Towers)	P
Radio, Television, and Other Similar Transmitting Towers	SE
Remediation Services	P
Scenic and Sightseeing Transportation	P
Taxi Service Terminals	P
Truck Transportation Facilities	P
Utility Company Offices	P
Utility Lines and Related Appurtenances	P
Utility Service Facilities (No Outside Storage)	P
Utility Substations	SR
Warehouses (General Storage, Enclosed, Not Including Storage of Any Hazardous Materials or Waste as Determined by Any Agency of the Federal, State or Local Government)	P
Warehouses, Self-Storage	SR
Water Treatment Plants, Non-Governmental, Public	P
Manufacturing, Mining, and Industrial Uses	
Apparel	P
Bakeries, Manufacturing	P
Beverage, Soft Drink and Water	P
Borrow Pits	SE
Computer, Appliance, and Electronic Products	P
Dairy Products	P
Dolls, Toys, and Games	P
Fabricated Metal Products	P
Food Manufacturing, Not Otherwise Listed	P
Furniture and Related Products	P
Glass and Glass Products	P
Jewelry and Silverware	P
Leather and Allied Products (No Tanning)	P
Machinery	P
Manufacturing, Not Otherwise Listed	P
Medical Equipment and Supplies	P
Office Supplies (Not Paper)	P
Paper Products (No Coating and Laminating)	P
Printing and Publishing	P

Signs	P
Soap, Cleaning Compounds, and Toilet Preparations	P
Sporting and Athletic Goods	P
Textile Product Mills	P
Transportation Equipment	P
Wood Products, Excluding Chip Mills	P
Other Uses	
Shipping Containers used as an Accessory Structure	P

Residential Four (R4) District	
Use Classification, Category, Type	R4
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Place of worship	SE
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Recreation/Entertainment	
Golf course	SE

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 006-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: October 7, 2024
RC PROJECT: 24-038 MA
APPLICANT: Madison Pickrel

LOCATION: 424 Rabon Road

TAX MAP NUMBER: R17209-01-02
ACREAGE: 12.93 acres
EXISTING ZONING: R2
PROPOSED ZONING: R3

ZPH SIGN POSTING: February 7, 2025

Staff Recommendation

Approval

Background

Zoning History

The original zoning as adopted September 7, 1977 was Single Family Residential District (RS-1). With the adoption of the 2005 Land Development Code the Single Family Residential District (RS-1) was designated Residential Single-family Low Density District (RS-LD). With the adoption of the 2021 Land Development Code the Residential Single-family Low Density District (RS-LD) was designated The Residential 2 District (R2).

Zoning District Summary

The Residential 3 District (R3) provides lands primarily for moderate-intensity residential development, located within walkable neighborhoods that are well-connected by a mostly gridded street system. Development allowed in this district includes residential dwellings and public, civic, and institutional uses that support various residential development types.

Maximum density standard: no more than six (6) units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 77 dwelling units.

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

Direction	Existing Zoning	Use
<u>North:</u>	HI/ R6	Lumber Yard/ Manufactured Home park
<u>South:</u>	M-1/ R3	General Contractor Office/ Undeveloped
<u>East:</u>	R2	Undeveloped
<u>West:</u>	MU-1/	Place of Worship

Discussion

Parcel/Area Characteristics

The parcel has access to Rabon Road. There are no sidewalks or streetlamps along this section of Rabon Road. The subject parcel is undeveloped. The immediate area is characterized by a mix of undeveloped parcels, commercial and industrial uses. West of the subject parcel is undeveloped industrial property. North and south of the site are industrial uses. East of the subject parcel is undeveloped residential property.

Public Services

The subject parcel is within the boundaries of School District Two. The W J Keenan High School is located 1.83 miles west of the subject parcel on Pisgah Church Road. The Jackson Creek fire station (number 32) is located 1.1 miles east of the subject parcel on Two Notch Road. Water is provided by the City of Columbia and sewer is provided by the East Richland County Public Service District.

Plans & Policies

2015 Comprehensive Plan

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

Land Use and Design

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

Desired Development Pattern

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

Traffic Characteristics

The 2023 SCDOT traffic count (Station #611) located west of the subject parcel on Rabon Road identifies 8,000 Average Daily Trips (ADT's). Rabon Road is classified as a two-lane undivided

minor collector, maintained by SCDOT with a design capacity of 9,800 ADT's. This portion of Rabon Road is currently operating at Level of Service (LOS) "C".

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

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

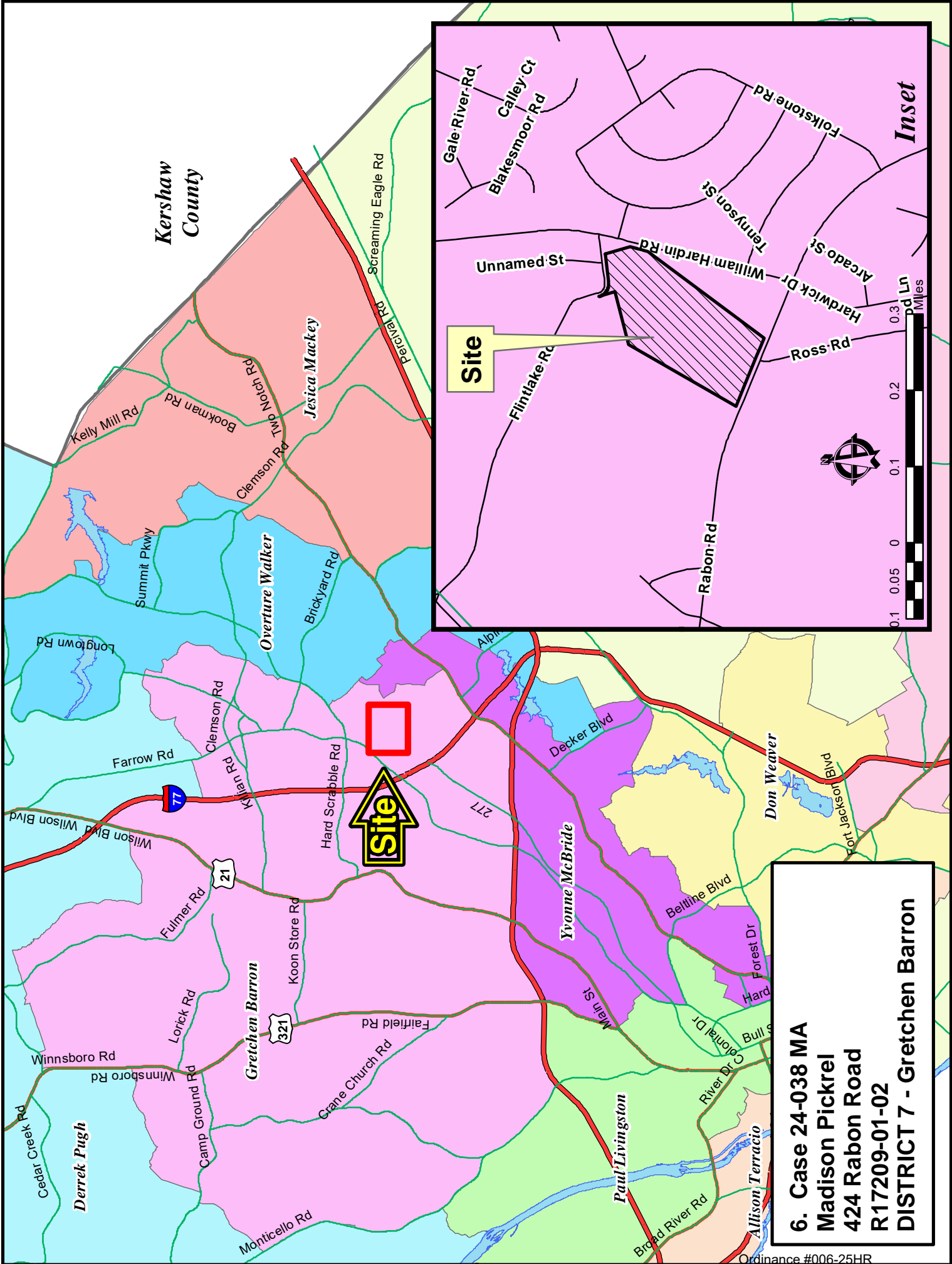
Conclusion

The proposed rezoning is consistent with the objectives of the Comprehensive Plan. According to the plan, "The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods." The proposed rezoning is consistent with the recommended existing zoning districts of similar character identified in the plan.

For this reason, staff recommends Approval of this map amendment.

Planning Commission Action

At their **October 7, 2024** meeting, the Richland County Planning Commission agreed with the PSDS recommendation and recommends the County Council approve the proposed amendment for RC Project # **24-038 MA**.



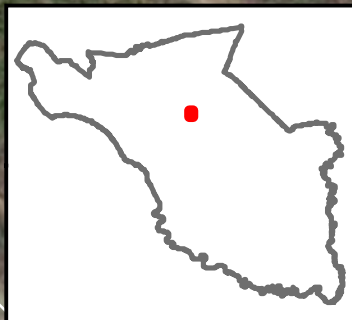
6. Case 24-038 MA
Madison Pickrel
424 Rabon Road
R17209-01-02
DISTRICT 7 - Gretchen Barron

CASE 24-038
R2 to R3
TMS R17209-01-02

Site

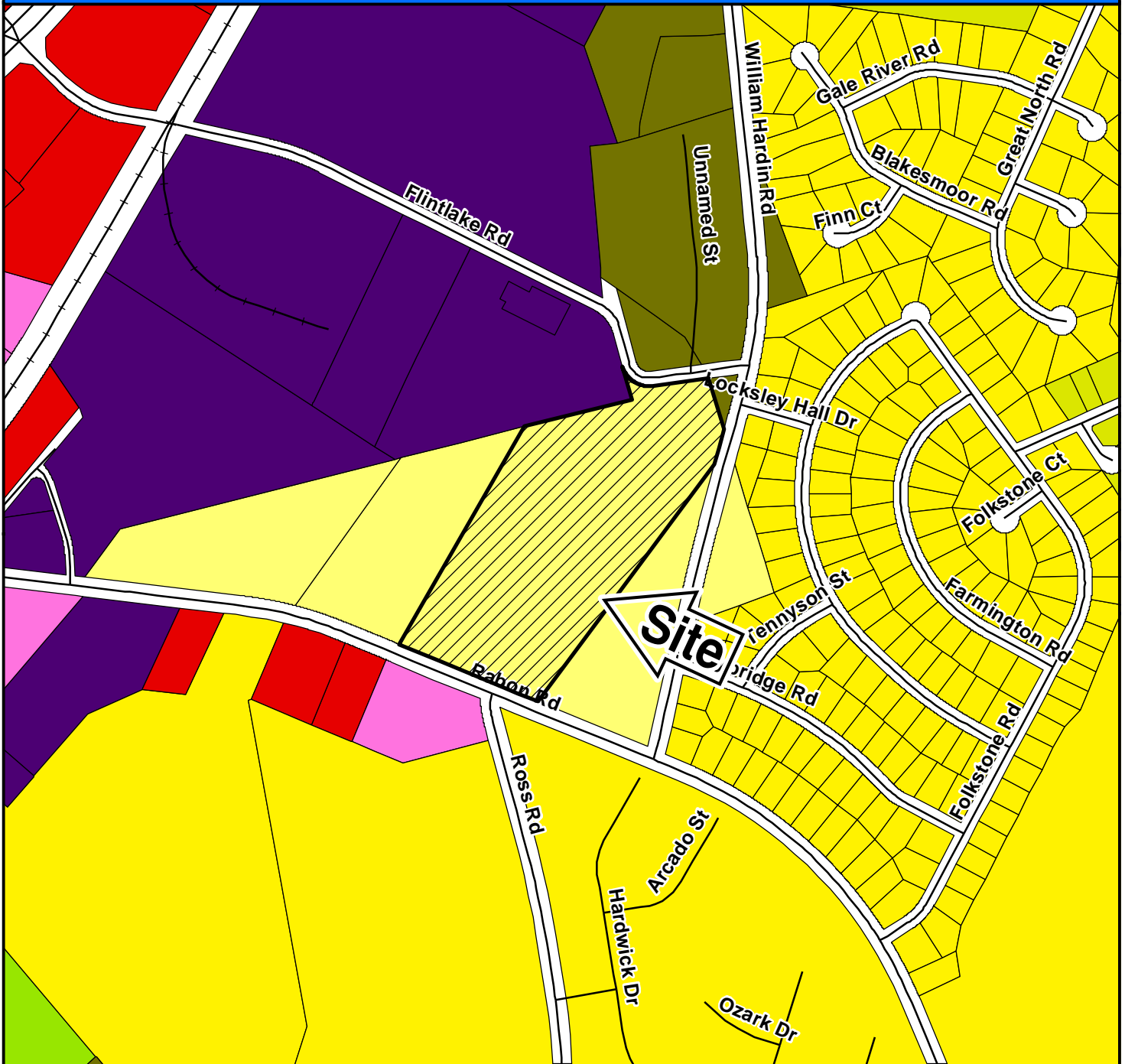
 **SPECIAL FLOOD HAZARD AREA**

 **WETLANDS**






Case 24-038 MA

R2 to R3



ZONING CLASSIFICATIONS

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



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS

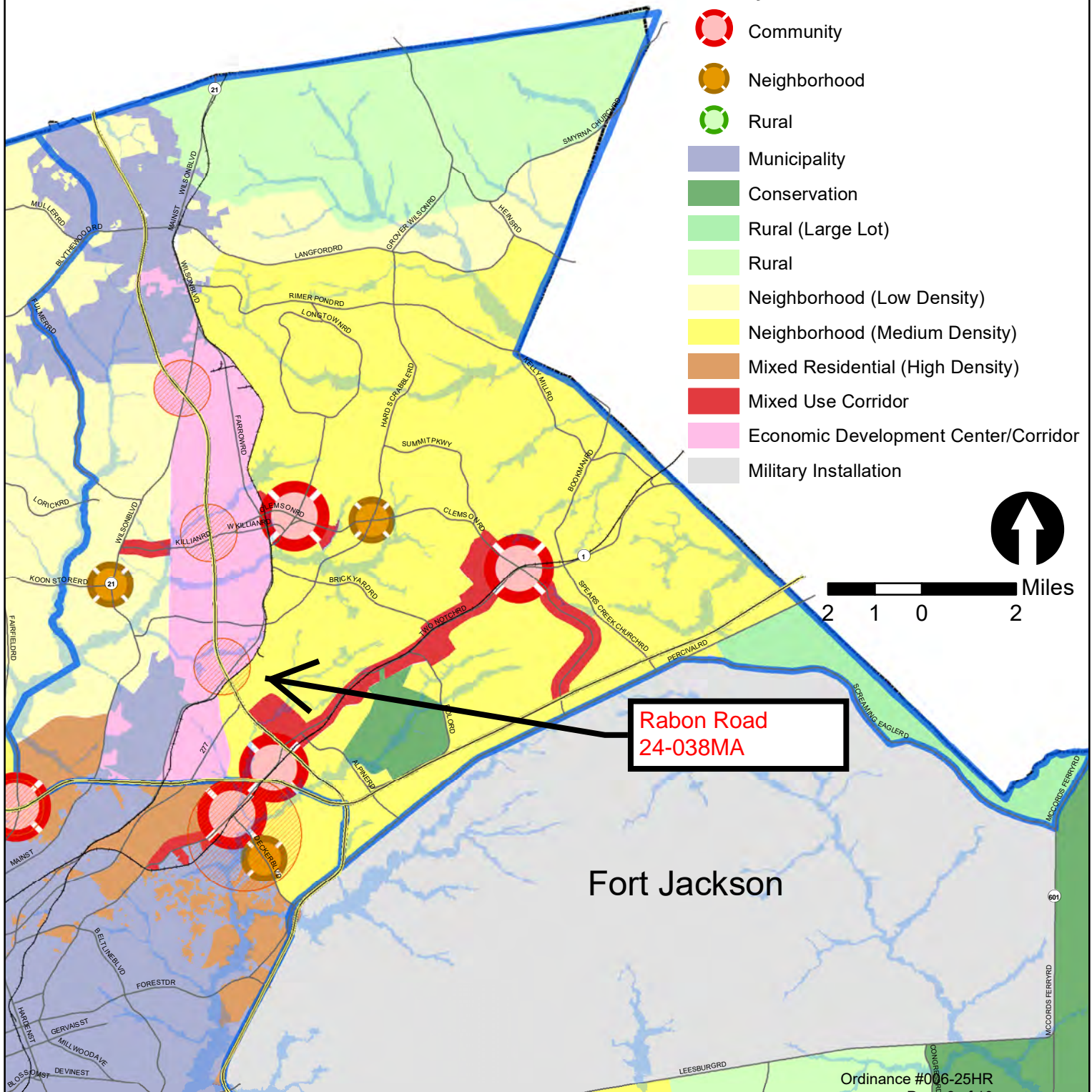


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Fort Jackson

Residential Two (2) District

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Residential Two (2) District	
Use Classification, Category, Type	R2
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Place of worship	SE
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Recreation/Entertainment	
Golf course	SE

Residential Three (R3) District	
Use Classification, Category, Type	R3
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Place of worship	SE
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Recreation/Entertainment	
Golf course	SE

- a. Permitted Uses**
 A “P” indicates that the use is allowed by right in the zoning district at the head of that column.
- b. Special Requirements Uses**
 An “SR” indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.
- c. Special Exception Uses**
 An “SE” indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 007-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: November 4, 201
RC PROJECT: 24-043 MA
APPLICANT: Krystal Martin

LOCATION: 10539 Farrow Road

TAX MAP NUMBER: R17500-02-18
ACREAGE: 2.4 acres
EXISTING ZONING: R6
PROPOSED ZONING: LI

ZPH SIGN POSTING: February 7, 2025

Staff Recommendation

Approval

Background

Zoning History

The original zoning as adopted September 7, 1977 was Commercial District (C-3). With the adoption of the 2005 Land Development Code the C-3 District was designated General Commercial District (GC).

The subject property was rezoned from General Commercial District (GC) to Light Industrial District (LI) under case number 17-009MA.

The subject property was rezoned from Light Industrial District (LI) to Residential Multi-family High Density District (RM-HD) under case number 19-040 MA

Zoning History for the General Area

The Light Industrial District (M-1) properties west of the subject parcel were rezoned under ordinance number 068.9-94HR (case number 94-037MA).

The Light Industrial District (LI) property south of the subject parcel was rezoned under case number 18-004MA.

The Light Industrial District (LI) parcel northwest of the subject parcel was rezoned under case number 14-004MA. The same parcel was part of a request for the Residential Multi-family Medium Density District (RM-MD) under case number 23-007MA. That request was denied.

The Light Industrial District (M-1) parcel northwest of the subject parcel was rezoned under case number 01-036MA.

Zoning District Summary

The Light Industrial District provides lands for wholesaling, distribution, storage, industrial services, light production and processing, and general commercial uses, which are relatively clean, quiet, and free of objectionable or hazardous elements, such as smoke, noise, odor or dust, and which are conducted within structures.

Direction	Existing Zoning	Use
<u>North:</u>	GC	Residence
<u>South:</u>	LI	Undeveloped
<u>East:</u>	HI	Undeveloped
<u>West:</u>	M-1	Undeveloped

Discussion

Parcel/Area Characteristics

The site has frontage along Farrow Road. There are no sidewalks or streetlights along this section of Farrow Road. The site is undeveloped. The surrounding area is characterized by undeveloped parcels, scattered residential use with the majority of the area zoned industrial or commercial. The parcels south, west and east of the site are undeveloped. North of the site is a single-family residence on a General Commercial zoned parcel.

Public Services

The Killian fire station (station number 27) is located on Farrow Road, approximately 1.7 miles south of the subject parcel. Sandlapper Elementary School is located 1.47 miles east of the subject parcel on Longtown Road. Longleaf Middle School is located 1.2 miles southeast of the subject parcel on Longreen Parkway. Westwood High School is located 1.1 miles west of the subject parcel on Turkey Farm Road. Records indicate that the parcel is in the City of Columbia's water and sewer service area.

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

Plans & Policies

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

Land Use and Design

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

Desired Development Pattern

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

industrial uses from adjacent properties. Secondary commercial and residential uses should be located along primary road corridors proximate to employment centers.

Traffic Characteristics

The 2023 SCDOT traffic count (Station #285) located south of the subject parcel on Farrow Road identifies 13,900 Average Daily Trips (ADT). Farrow Road is classified as a three lane undivided major collector, maintained by SCDOT with a design capacity of 9,800 ADTs. This portion of Farrow Road is currently operating at Level of Service (LOS) "F".

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

There are no planned or programmed improvements for these road sections through SCDOT or the County Penny Sales Tax program.

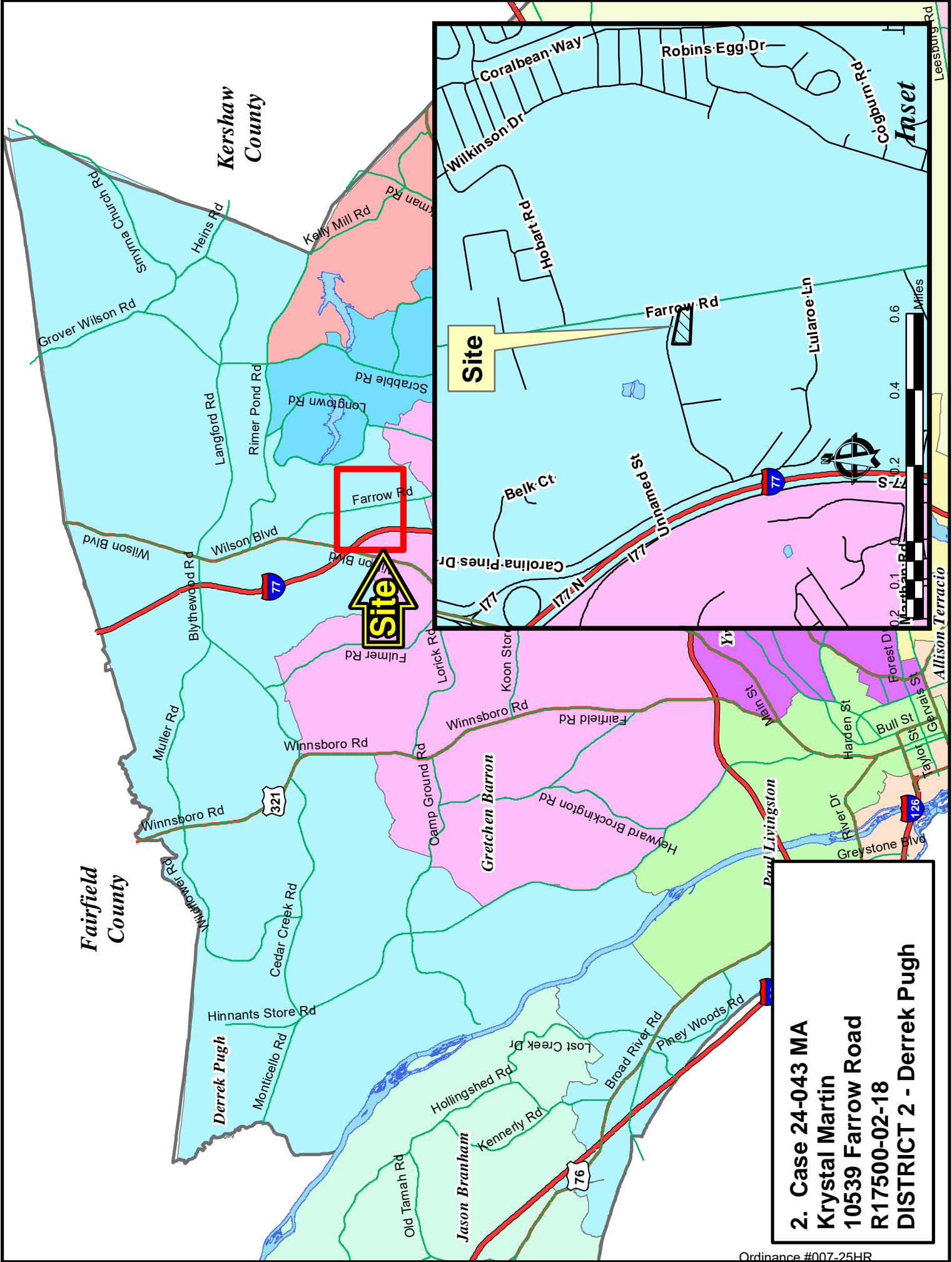
Conclusion

The proposed rezoning would be consistent with the objectives of the 2015 Comprehensive Plan. Per the Plan, development within this future land use designation encourages development of manufacturing, industrial, flex space, and office uses in locations that will minimally affect surrounding properties."

For this reason, **Approval** of this map amendment is recommended.

Planning Commission Action

At their **November 4, 2024** meeting, the Richland County Planning Commission **agreed** with the PDSO recommendation and recommends the County Council **approve** the proposed amendment for RC Project # **24-043 MA**.



2. Case 24-043 MA
Krystal Martin
10539 Farrow Road
R17500-02-18
DISTRICT 2 - Derrek Pugh

CASE 24-043
R6 to LI
TMS R17500-02-18

Unnamed St

Hobart Rd

Unnamed Private Driv

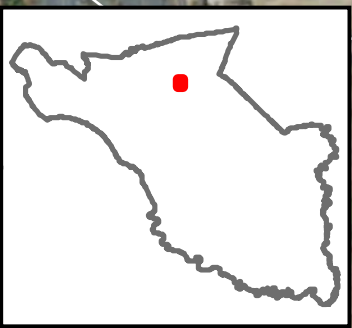
Site

Farrow Rd

Lularoe Ln

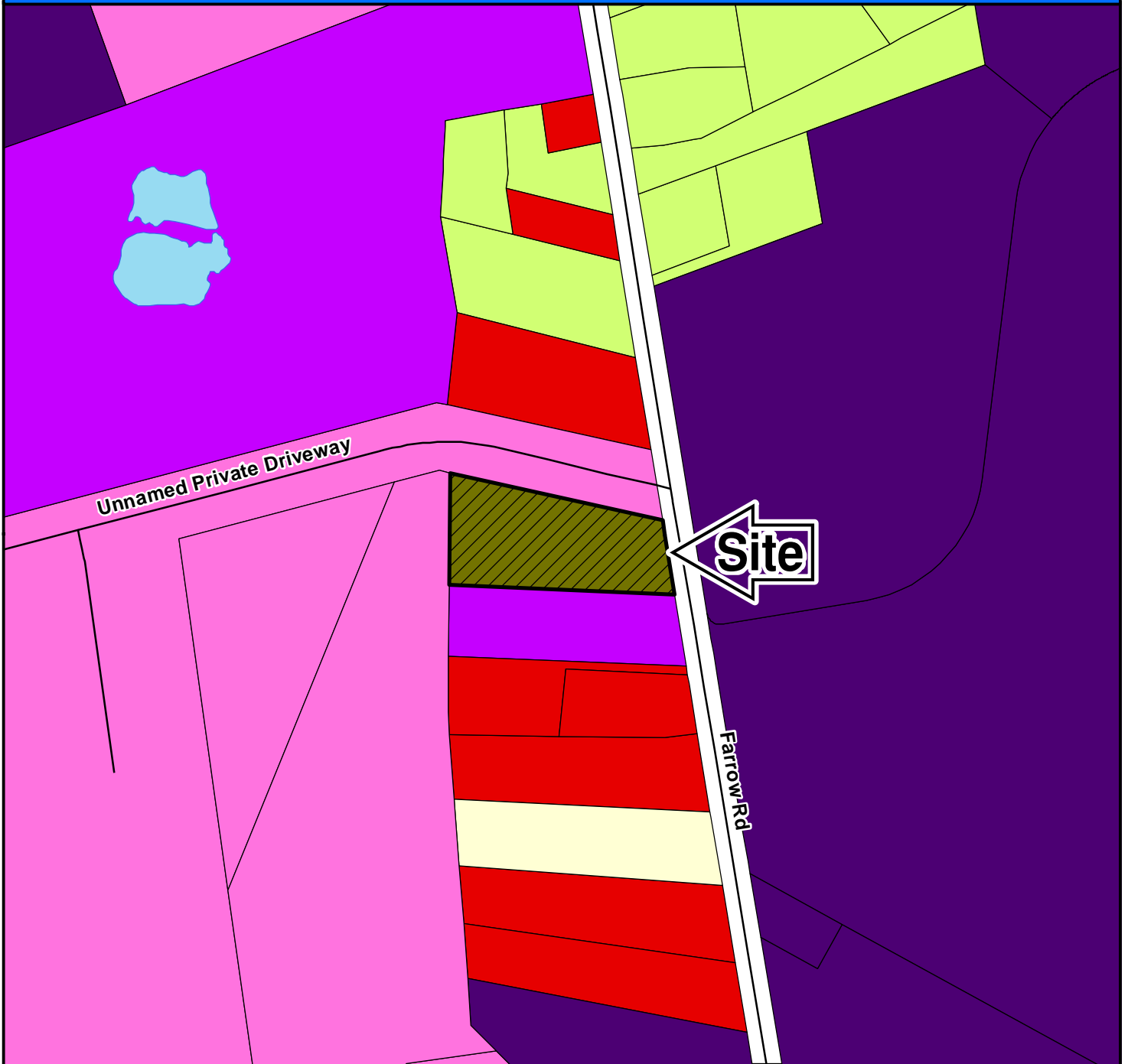
 **SPECIAL FLOOD HAZARD AREA**

 **WETLANDS**











Case 24-043 MA

R6 to LI



ZONING CLASSIFICATIONS

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



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS

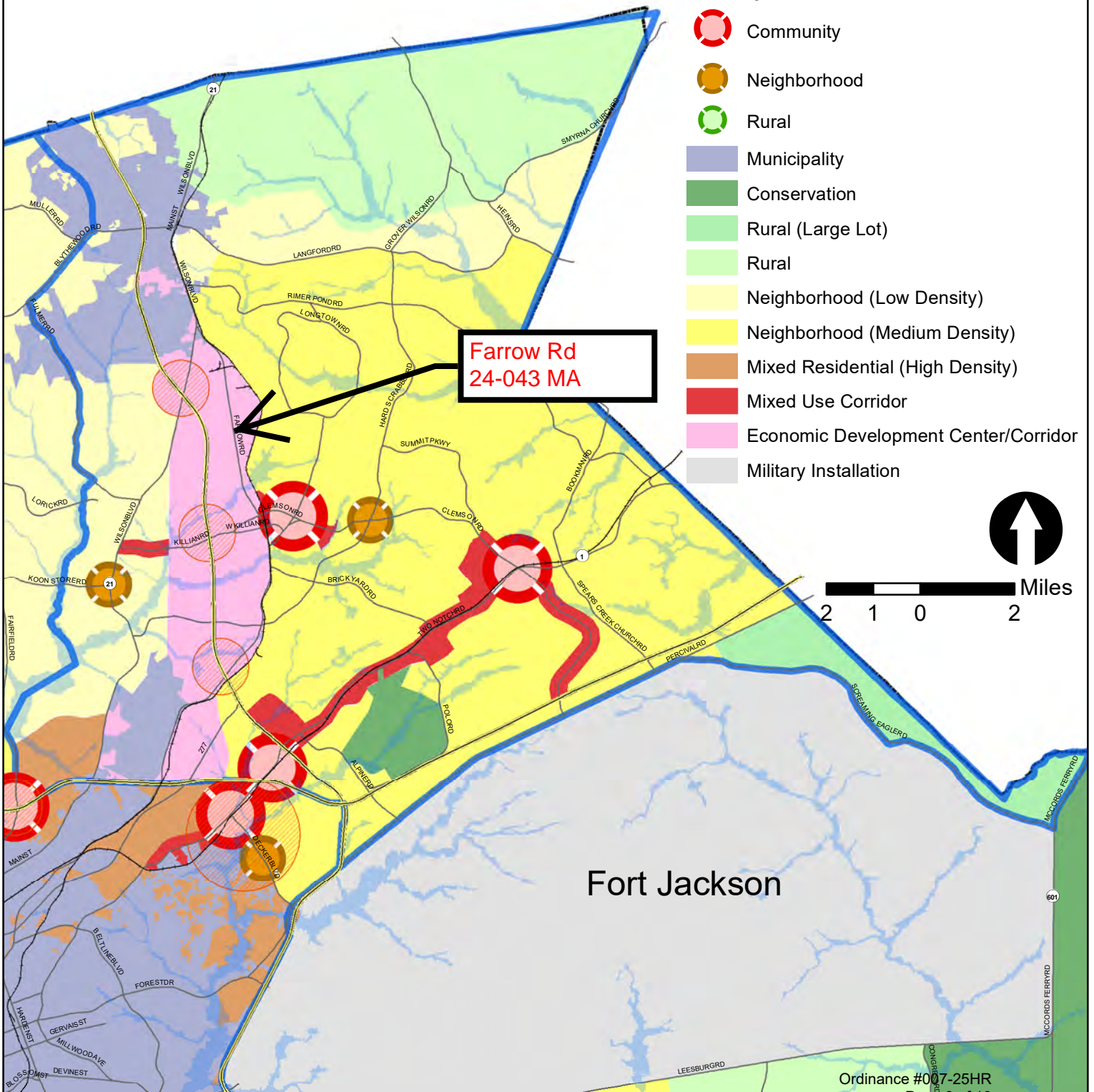


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Residential Four (R4) District	
Use Classification, Category, Type	R4
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Place of worship	SE
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Recreation/Entertainment	
Golf course	SE

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Light Industrial (LI) District

Use Classification, Category, Type	LI	Commercial			
Agricultural		Commercial		Vehicle parts and accessories store	P
Agriculture and Forestry		Kennel	SR	Vehicle repair, major	P
Agriculture	P	Pet grooming	P	Vehicle repair, minor	P
Community garden	SE	Veterinary hospital or clinic	P	Vehicle sales and rental	P
Forestry	P	Commercial Services		Vehicle towing	P
Agriculture and Forestry Related		Artist studio	P	Industrial	
Agriculture research facility	P	Auction house	P	Extraction	
Agritourism	P	Bank, Retail	P	Borrow pit	SE
Farm distribution hub	P	Catering	P	Freight Movement, Warehousing, and Wholesale Distribution	
Farm supply and machinery sales and service	P	Commercial services	P	Warehouse/Distribution facility	P
Residential		Consumer goods repair	SR	Motor freight facility	P
Group Living		Contractor's office	P	Rail transportation facility	
Community Service		Lawn, tree, or pest control services	P	Timber and timber products wholesale sales	P
Animal shelter	SR	Linen or uniform supply	P	Industrial Service	
Community food services	P	Medical, dental, and health practitioner	P	Contractor's yard	SR
Community recreation center	SE	Non-depository personal credit institution	SR	Large vehicle and commercial and industrial equipment repair	P
Correctional facility	SE	Office	P	Production of Goods	
Government office	P	Personal services	P	Artisan goods production	P
Place of worship	P	Rental center	P	Manufacturing, assembly, and fabrication, Light	P
Public recreation facility	SR	Self-service storage facility	SR	Manufacturing, assembly, and fabrication, General	SR
Public safety facility	P	Sightseeing tour services	P	Manufacturing, assembly, and fabrication, Intensive	SR
Education		Bar or other drinking place	SR	Waste and Recycling Facilities	
College or university	P	Restaurant	SR	Recycling collection station	P
School, business or trade	P	Restaurant, Carry-out	P	Recycling sorting facility	P
Funeral and Mortuary Services		Restaurant, Drive-through	P	Scrapyard	SE
Cemetery	SR	Recreation/Entertainment			
Funeral home or mortuary	P	Arena, stadium, or outdoor theater	P		
Parks and Open Space		Commercial recreation, Outdoor	SR		
Park or greenway	SR	Fitness or training center/studio	P		
Transportation		Golf course	SR		
Airport	P	Shooting range, Indoor	P		
Transit stop	SR	Smoking place	SR		
Fleet terminal	P	Retail Sales			
Passenger terminal, surface transportation	P	Bakery	P		
Utilities and Communication		Building supply sales	P		
Antenna	P	Convenience store	P		
Broadcasting studio	P	Drugstore	P		
Communication tower	SR	Flea market	P		
Solar energy conversion system, Large scale	P	Garden center or retail nursery	P		
Utility, major	SR	Manufactured home sales	SR		
Utility, minor	SR	Outdoor power equipment store	P		
Wind energy conversion system, Large scale	SE	Traveler Accommodations			
		Hotel or motel	P		
		Vehicle Sales and Services			
		Car wash	P		
		Heavy vehicle wash	P		
		Parking, Commercial	P		
		Vehicle fueling station	P		

- a. Permitted Uses**
A "P" indicates that the use is allowed by right in the zoning district at the head of that column.
- b. Special Requirements Uses**
An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.
- c. Special Exception Uses**
An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 008-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March 18, 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 Planning & Development Services Department

Map Amendment Staff Report

PC MEETING DATE: December 2, 2024
RC PROJECT: 24-047 MA
APPLICANT: Todd Corley

LOCATION: Bluff Road & Blair Road

TAX MAP NUMBER: R11115-04-06,07 & 08
ACREAGE: 2.71 acres
EXISTING ZONING: MU1, MU1 & R5
PROPOSED ZONING: GC

ZPH SIGN POSTING: February 7, 2025

Staff Recommendation

Disapproval

Background

Zoning History

The original zoning as adopted September 7, 1977 was Neighborhood Commercial District (C-1) and Residential Multi-family Medium Density District (RG-1). With the adoption of the 2021 Land Development Code, NC District parcels were designated Neighborhood Mixed-Use District (MU-1). With the adoption of the 2021 Land Development Code, Residential Multi-family Medium Density District (RM-MD) parcels were designated Residential District (R6).

Zoning History for the General Area

The General Commercial District (GC) parcel immediately northeast of the sites on Bluff Road was rezoned from Residential Multi-family Medium Density District (RM-MD) under case number 11-017MA.

Zoning District Summary

The General Commercial (GC) District is intended to accommodate a variety of commercial and non-residential uses characterized primarily by retail, office, and service establishments oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage.

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

Based upon a gross density calculation, the maximum number of units for this site is approximately: 43 dwelling units*.

*In calculating the maximum number of dwelling units, site characteristics, restrictions, land used for installation of infrastructure (which often amounts to 20-30% of the site) are not taken into consideration.

Direction	Existing Zoning	Use
<u>North:</u>	R5/ GC	Undeveloped/ Restaurant
<u>South:</u>	PDD-R (Cayce)	Student Housing
<u>East:</u>	GC	Retail
<u>West:</u>	R5/ R5	Undeveloped/ Undeveloped

Discussion

Parcel/Area Characteristics

The subject parcels have frontage along Blair Road and Bluff Road. Bluff Road is a four-lane undivided minor arterial with sidewalks and no streetlights along this section. Blair Road is a two-lane undivided local road with no sidewalks or streetlights along this section. The immediate area is characterized by commercial and residential uses. North of the site is a restaurant. West of the site is undeveloped. South of the site is a student housing complex. Company. East of the site is General Commercial with a retail use.

Public Services

The subject parcel is within the boundaries of Richland School District One. Olympia Learning School is located 1.8 miles west of the subject parcel on Bluff Road. Records indicate that the parcel is within the City of Columbia’s water service area and sewer service area. The Olympia fire station (station number 2) is located on Ferguson Street, approximately 2 miles northwest of the subject parcel.

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

Plans & Policies

The 2015 Richland County Comprehensive Plan, **“PUTTING THE PIECES IN PLACE”**, designates this area as ***Mixed Residential (High-Density) and Urban Edge Mixed Residential (UEMR)***.

Land Use and Design

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas.

Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be

located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.

Urban Edge Mixed Residential (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Traffic Characteristics

The 2023 SCDOT traffic count (Station #238) located northwest of the subject parcel on Bluff Road identifies 23,300 Average Daily Trips (ADT's). Bluff Road is classified as a four lane undivided principal arterial, maintained by SCDOT with a design capacity of 29,200 ADT's. Bluff Road is currently operating at Level of Service (LOS) "C".

There is a Road Widening and project currently underway for this section of Bluff Road through the SCDOT. The completion date for this project is currently undetermined. There is a Bikeway project to be completed as a part the Bluff Road widening. This project is currently in the design phase.

There are no planned programs or projects scheduled through County Penny Sales Tax program for this section of Bluff Road.

Conclusion

Staff is of the opinion that the proposed rezoning is not consistent with the objectives outlined in the Comprehensive Plan.

According to the Plan, commercial development should be located within nearby Neighborhood Activity Centers, and may be considered for location along main road corridor. However, the parcels are not within a contextually-appropriate distance of a Activity Center and are not located in a Mixed Use Corridor. The subject parcels are located along a main road corridor, but the proposed zoning designation would allow for commercial uses that are more intense than the neighborhood scale recommended by the Plan.

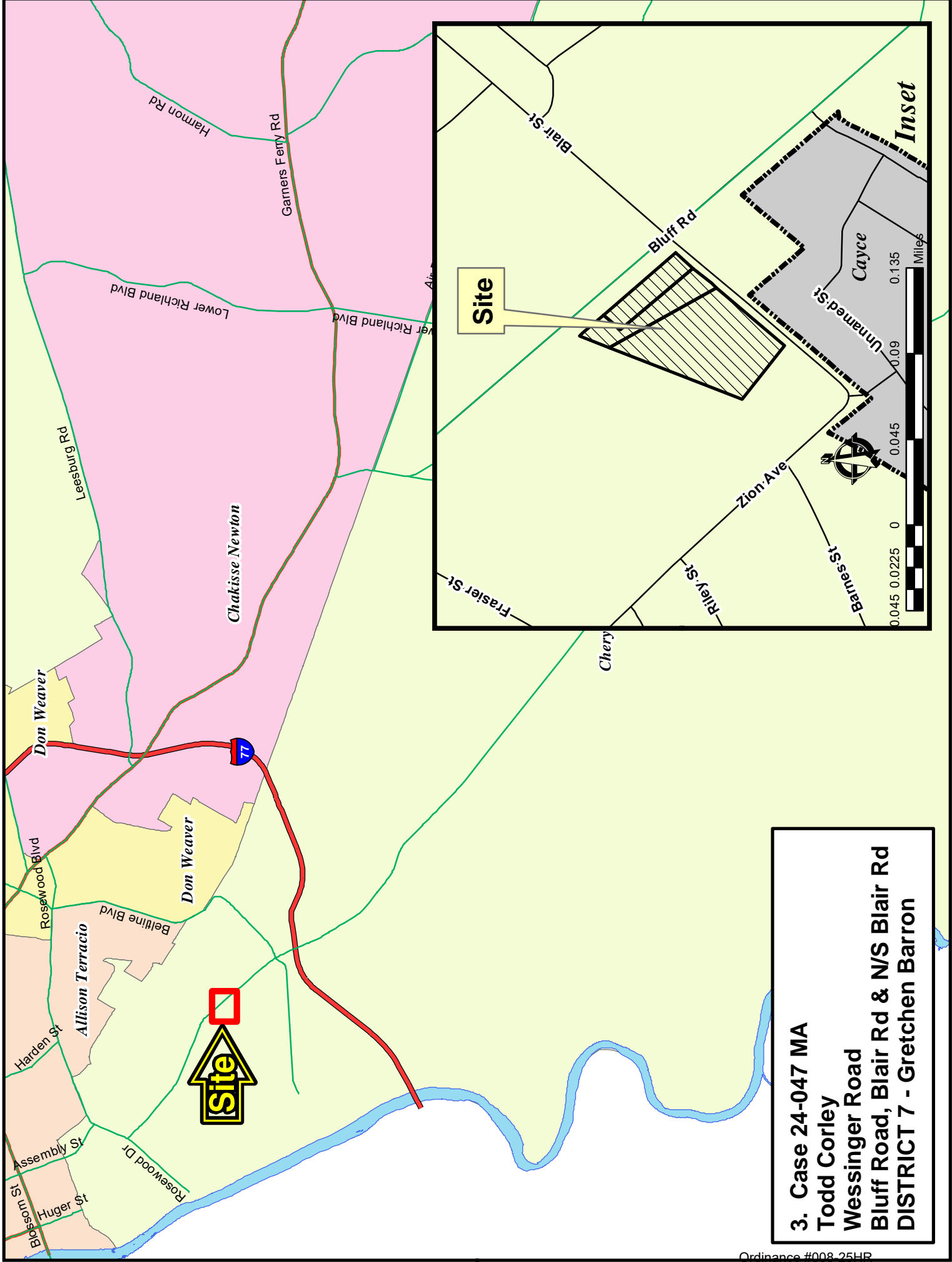
For these reasons, staff recommends **Disapproval** of this map amendment.

Planning Commission Action

At their **December 2, 2024** meeting, the Richland County Planning Commission **disagreed** with the PDSO recommendation for the following reason:

- The request fits the character of the surrounding area.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **24-047 MA**.



3. Case 24-047 MA
Todd Corley
Wessinger Road
Bluff Road, Blair Rd & N/S Blair Rd
DISTRICT 7 - Gretchen Barron

CASE 24-047
MU1, MU1 & R5 to GC
TMSR11115-04-06,07 & 08

Site

Bluff Rd

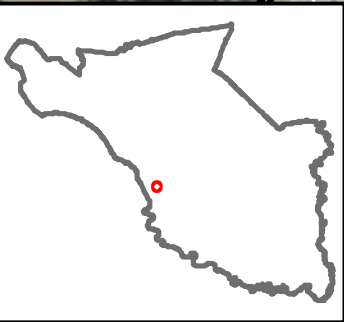
Blair St

James St

Zion Ave

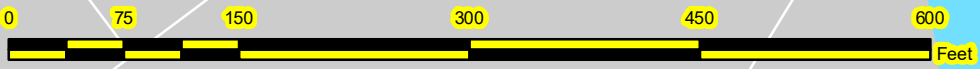
 **SPECIAL FLOOD HAZARD AREA**

 **WETLANDS**



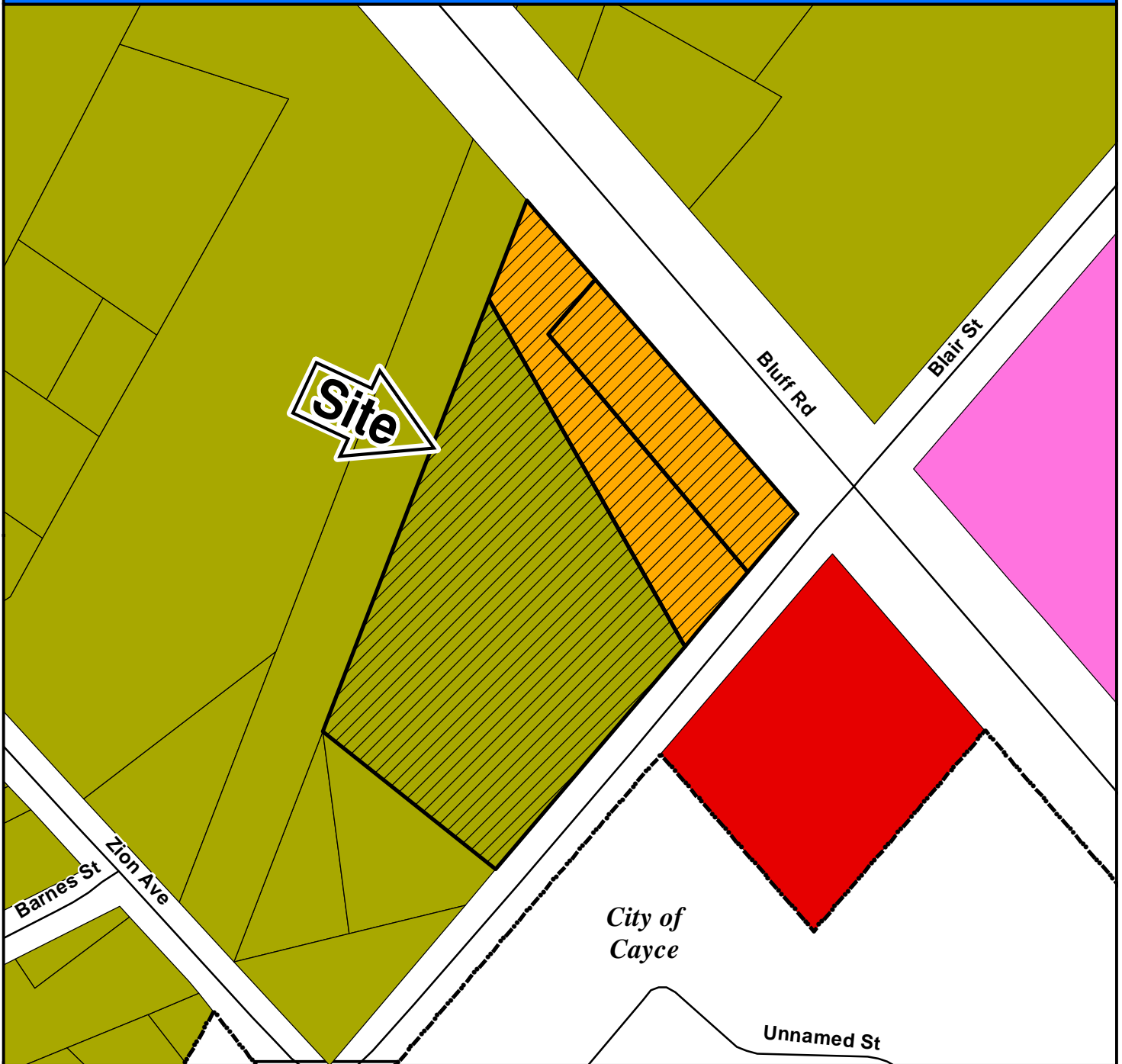
Cayce

Unnamed St


























Case 24-047 MA

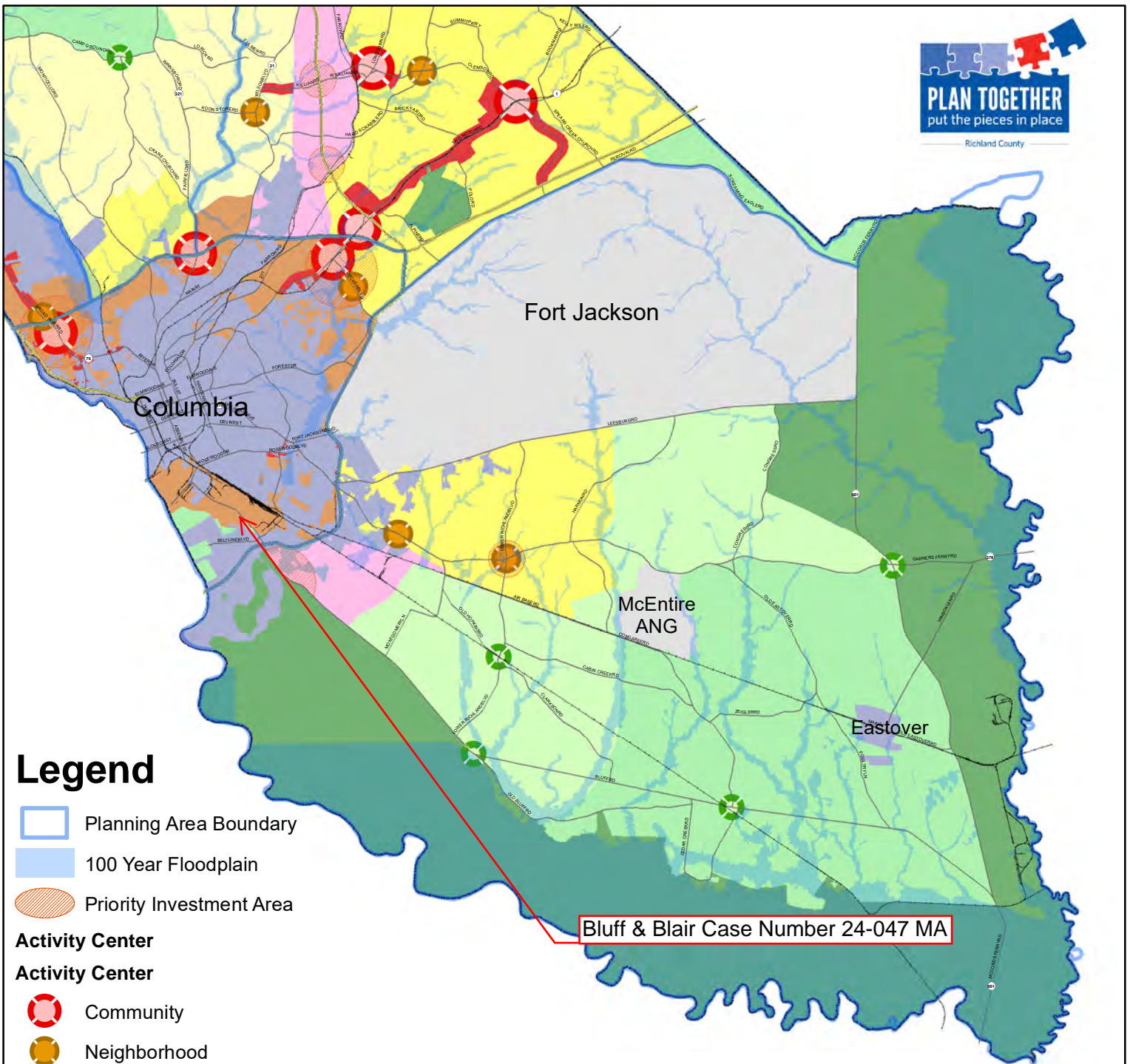
MU1, MU1 & R5 to GC



ZONING CLASSIFICATIONS

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





Legend

- Planning Area Boundary
- 100 Year Floodplain
- Priority Investment Area
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation

Bluff & Blair Case Number 24-047 MA

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

FUTURE LAND USE & PRIORITY INVESTMENT AREAS

SOUTHEAST PLANNING AREA



Adopted March 17, 2015

4 Miles
Ordinance #008-25HR 4

Neighborhood Mixed-Use (MU1) District

Use Classification, Category, Type	MU1
Agricultural	
Agriculture and Forestry	
Community garden	SR
Agriculture and Forestry Related	
Produce stand	P
Residential	
Household Living	
Dwelling, Live-Work	SR
Dwelling, Multi-family	P
Group home, Family	SR
Group Living	
Children’s residential care home	P
Continuing care community	SR
Group home, Large	SE
Rooming or boarding house	SE
Community Service	
Community food services	P
Community recreation center	SR
Cultural facility	P
Day care facility	SR
Government office	P
Library	P
Membership organization facility	P
Nursing care facility	P
Place of worship	P
Public recreation facility	SR
Public safety facility	P
Short-term or transitional housing	SE
Education	
College or university	P
Elementary, middle, or high school	P
School, business or trade	SR
Funeral and Mortuary Services	
Cemetery	SR
Funeral home or mortuary	P
Parks and Open Space	
Arboretum or botanical garden	P
Park or greenway	SR
Transportation	
Transit stop	SR
Passenger terminal, surface transportation	SE
Utilities and Communication	
Antenna	P
Communication tower	SE
Utility, minor	SR

Commercial	
Kennel	SR
Pet grooming	SR
Veterinary hospital or clinic	SR
Commercial Services	
Artist studio	P
Auction house	
Bank, Retail	SR
Catering	P
Commercial services	P
Consumer goods repair	SR
Medical, dental, and health practitioner	P
Non-depository personal credit institution	SR
Office	SR
Personal services	P
Rental center	SR
Self-service storage facility	SR
Tattoo or body piercing facility	SR
Bar or other drinking place	SE
Restaurant	SR
Restaurant, Carry-out	P
Recreation/Entertainment	
Commercial recreation, Indoor	SR
Fitness or training center/studio	P
Smoking place	SR
Retail Sales	
Bakery	P
Consumer goods store	SR
Convenience store	P
Drugstore	SR
Farmers’ market	P
Garden center or retail nursery	P
Grocery/Food store	P
Pawnshop	P
Traveler Accommodations	
Bed and breakfast	SR
Vehicle Sales and Services	
Parking, Commercial	P
Vehicle fueling station	P
Freight Movement, Warehousing, and Wholesale Distribution	
Warehouse/Distribution facility	SR
Production of Goods	
Artisan goods production	SR

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Residential Five Zoning District

Residential Five (R5) District	
Use Classification, Category, Type	R5
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Four-family	P
Dwelling, Multi-family	P
Dwelling, Three-family	P
Dwelling, Townhouse	SR
Dwelling, Two-family	SR
Group home, Family	SR
Manufactured home park	SR
Group Living	
Children’s residential care home	SE
Continuing care community	SR
Fraternity or sorority house	P
Group home, Large	SE
Rooming or boarding house	SE
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Nursing care facility	P
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Golf course	SE
Traveler Accommodations	
Bed and breakfast	SR

a. Permitted Uses
 A “P” indicates that the use is allowed by right in the zoning district at the head of that column.

b. Special Requirements Uses
 An “SR” indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

c. Special Exception Uses
 An “SE” indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

General Commercial (GC) District

Use Classification, Category, Type	GC
Agricultural	
Agriculture and Forestry	
Community garden	SE
Agriculture and Forestry Related	
Farm supply and machinery sales and service	P
Produce stand	P
Residential	
Household Living	
Dwelling, Live-Work	SR
Dwelling, Multi-family	P
Group home, Family	SR
Group Living	
Group home, Large	SE
Rooming or boarding house	P
Community Service	
Animal shelter	SR
Community food services	P
Community recreation center	P
Cultural facility	P
Day care facility	SR
Government office	P
Hospital	P
Library	P
Membership organization facility	P
Nursing care facility	P
Place of worship	P
Public recreation facility	SR
Public safety facility	P
Short-term or transitional housing	SE
Education	
College or university	P
Elementary, middle, or high school	P
School, business or trade	P
Funeral and Mortuary Services	
Cemetery	SR
Funeral home or mortuary	P
Parks and Open Space	
Arboretum or botanical garden	P
Park or greenway	SR
Zoo	SR
Transportation	
Transit stop	SR
Fleet terminal	P
Passenger terminal, surface transportation	P
Utilities and Communication	
Antenna	P
Broadcasting studio	P
Communication tower	SE
Utility, minor	SR

Commercial	
Kennel	SR
Pet grooming	P
Veterinary hospital or clinic	SR
Commercial Services	
Artist studio	P
Auction house	P
Bank, Retail	P
Catering	P
Commercial services	P
Consumer goods repair	SR
Contractor's office	P
Lawn, tree, or pest control services	P
Linen or uniform supply	P
Medical, dental, and health practitioner	P
Non-depository personal credit institution	SR
Office	SR
Personal services	P
Rental center	SR
Self-service storage facility	SR
Sightseeing tour services	P
Tattoo or body piercing facility	SR
Bar or other drinking place	SR
Restaurant	SR
Restaurant, Carry-out	P
Restaurant, Drive-through	P
Recreation/Entertainment	
Arena, stadium, or outdoor theater	SR
Commercial recreation, Indoor	P
Commercial recreation, Outdoor	SR
Fitness or training center/studio	P
Golf course	SR
Marina	P
Performing arts center	P
Sexually Oriented Business	SR
Shooting range, Indoor	P
Shooting range, Outdoor	
Smoking place	SR
Retail Sales	
Bakery	P
Building supply sales	P
Consumer goods store	SR
Consumer goods store, Large	P
Convenience store	P
Drugstore	P
Farmers' market	P
Flea market	P
Garden center or retail nursery	P
Grocery/Food store	P
Manufactured home sales	SR
Outdoor power equipment store	P
Pawnshop	P

Traveler Accommodations	
Bed and breakfast	P
Home-based lodging	P
Hotel or motel	P
Vehicle Sales and Services	
Car wash	P
Heavy vehicle wash	P
Parking, Commercial	P
Vehicle fueling station	P
Vehicle parts and accessories store	P
Vehicle repair, minor	P
Vehicle sales and rental	P
Vehicle towing	SR
Industrial	
Freight Movement, Warehousing, and Wholesale Distribution	
Warehouse/Distribution facility	SR
Production of Goods	
Artisan goods production	SR
Manufacturing, assembly, and fabrication, Light	P
Waste and Recycling Facilities	
Recycling collection station	P

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

STATE OF SOUTH CAROLINA COUNTY
COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 009-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: February 3, 2025
RC PROJECT: 24-054 MA
APPLICANT: Brian Harbison

LOCATION: 209 Summer Haven Drive

TAX MAP NUMBER: R01312-02-02
ACREAGE: 1 acre
EXISTING ZONING: RT
PROPOSED ZONING: R2

ZPH SIGN POSTING: February 7, 2025

Comprehensive Plan Compliance

Bcb!7 ca d`Ubh

Eligibility for Map Amendment Request

Section 26-52. Amendments

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

(b) (2) b. 4.

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

Background

Zoning History

The original zoning as adopted September 7, 1977 was Rural District (RU). With the adoption of the 2023 Code the Rural District (RU) was designated the Residential Transition District (RT).

Zoning History for the General Area

A group of parcels south of the site were rezoned from RU to Residential Single-family Low Density (RS-LD) District under ordinance number 087-08HR (case number 08-038MA).

A group of parcels further south of the site with frontage along Rucker Road were rezoned from RU to Residential Single-family Low Density (RS-LD) District under case number 04-027MA.

Zoning District Summary

The R2 Residential District provides lands primarily for low- to moderate-intensity residential development. Development allowed in this district includes residential dwellings, manufactured homes, and limited public, civic, and institutional uses that support residential development.

Maximum density standard: no more than twelve (3) units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 3 dwelling unit.

Direction	Existing Zoning	Use
<u>North:</u>	RT	Residence
<u>South:</u>	R2/R2	Residence / Residence
<u>East:</u>	N/A	Lake Murray
<u>West:</u>	R2	Residence

Discussion

Parcel/Area Characteristics

The site has frontage along Summer Haven Drive. The site has a single-family residence. There are no sidewalks or streetlights along this section of Summer Haven Drive. The surrounding area is primarily characterized by residential uses and zoning districts. North, south and west of the site are single-family residences. East of the site is Lake Murray.

Public Services

The Ballentine fire station (station number 20) is located on Broad River Road, approximately 3.21 miles east of the subject parcel. There are no fire hydrants in the immediate area. Records indicate that the parcel is in the City of Columbia's water service area and located in Richland County's sewer service area. Records also indicate that the current structure is on well and septic.

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

Plans & Policies

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

Land Use and Design

Areas where low-density residential is the primary use. These areas serve as a transition between Rural and Neighborhood (Medium-Density) areas, and are opportunities for low-density traditional neighborhood development and open space developments that preserve open spaces and natural features. Commercial development should be located within nearby Neighborhood Activity Centers, and may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. Places of worship and parks are appropriate institutional uses, but should be designed to mitigate impacts on surrounding neighborhoods. Industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged in these areas.

Desired Development Pattern

Lower-density, single-family neighborhood developments are preferred. Open space developments that provide increased densities in trade for the protection of open spaces and recreational areas are also encouraged (see Desired Pattern for Rural areas for more information on open space developments). Residential developments that incorporate more open spaces and protection of natural areas through the use of natural stormwater management techniques, such as swales, are encouraged. Homes in neighborhoods can be supported by small-scale neighborhood commercial establishments located at primary arterial intersections, preferably within Neighborhood Commercial Activity Centers.

Traffic Characteristics

The 20223 SCDOT traffic count (Station #559) located east of the subject parcel on Johnson Marina Road identifies 2,300 Average Daily Trips (ADT's). Johnson Marina Road is classified as a two lane undivided collector road, maintained by SCDOT with a design capacity of 8,600 ADT's. This portion of Johnson Mariana Road is currently operating at Level of Service (LOS) "A".

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

There is a sidewalk installation scheduled for this section of Johnson Mariana Road through SCDOT with no anticipated completion date. There are no programed improvements for the section of Johnson Marina Road through County Penny Sales Tax program.

Conclusion

The proposed rezoning is inconsistent with the objectives of the Comprehensive Plan, as its development standards do not align with the recommended land uses and desired development pattern outlined in the 2015 Plan. Specifically, the requested zoning district permits a zoning density that is contrary to the recommended lower density of the Neighborhood (Low Density) designation.

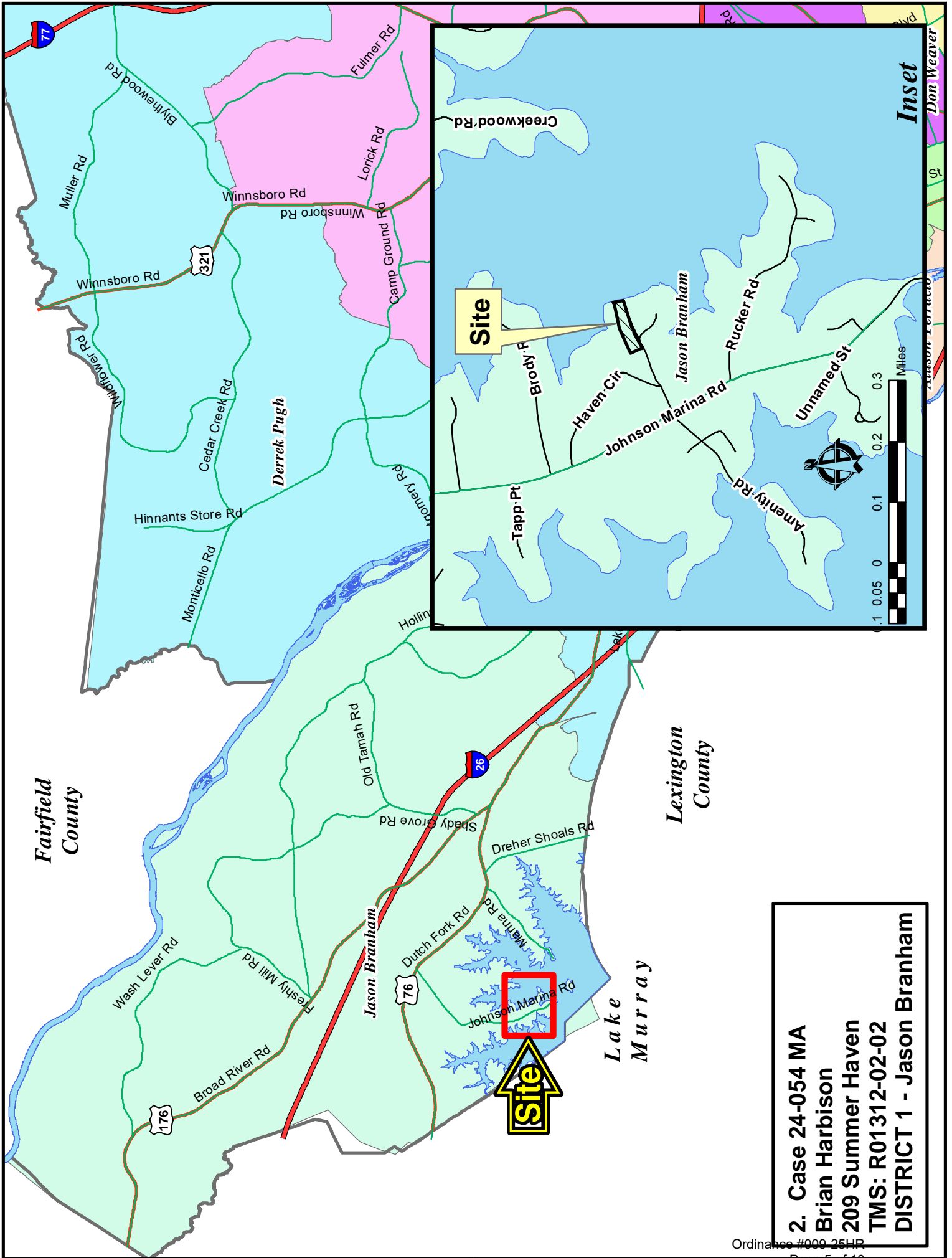
However, the rezoning request aligns with the existing residential development pattern and zoning districts to the south of the site.

Planning Commission Action

At their **February 3, 2025** meeting, the Richland County Planning Commission **disagreed** with the PDSR recommendation for the following reason:

- The request is consistent with the zoning of the surrounding area.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **24-054 MA**.



2. Case 24-054 MA
 Brian Harbison
 209 Summer Haven
 TMS: R01312-02-02
 DISTRICT 1 - Jason Branham

CASE 24-054
RT to R2
TMS R01312-02-02

Lake Murray



Brody Rd

Haven Cir

Johnson Marina Rd

Summer Haven Dr

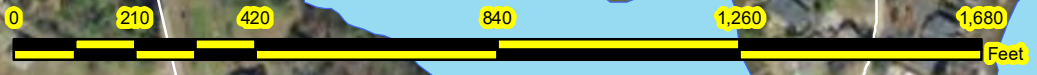
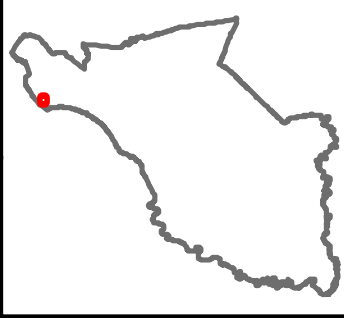
Amenity Rd

ity Ct

Rucker Rd

 **SPECIAL FLOOD HAZARD AREA**

 **WETLANDS**



Richland County & Woolpert

CASE 24-054 MA RT to R2



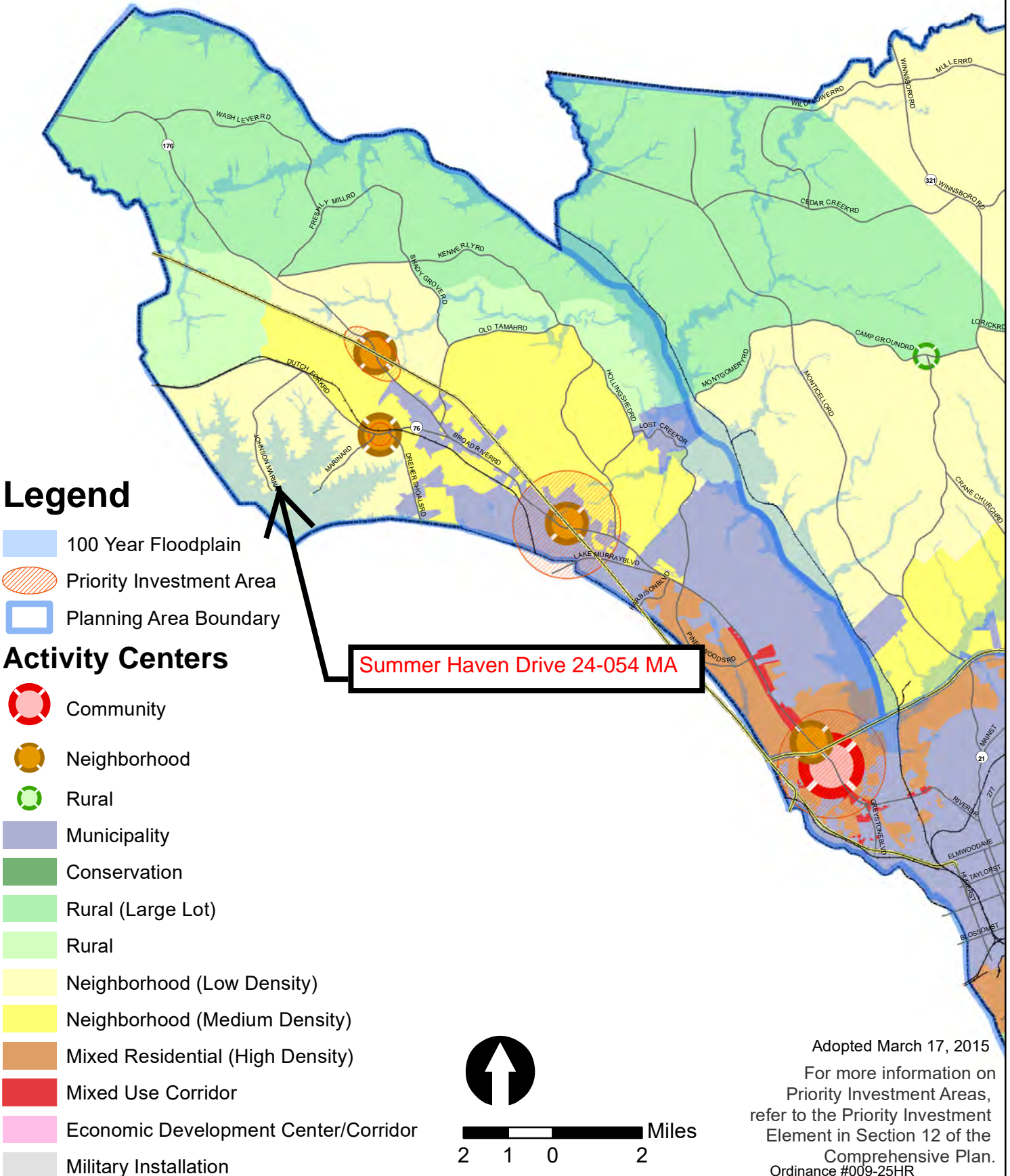
ZONING CLASSIFICATIONS

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



NORTHWEST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS



Adopted March 17, 2015
 For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.
 Ordinance #009-25HR
 Page 8 of 10

Residential Transition (RT) District

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

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

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Residential Two (2) District

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Proposed Zoning District	
Residential Two (2) District	
Use Classification, Category, Type	R2
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Place of worship	SE
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Recreation/Entertainment	
Golf course	SE

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 010-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: February 3, 2025
RC PROJECT: 24-056 MA
APPLICANT: Phillip Bradley

LOCATION: 737 Ross Road

TAX MAP NUMBER: R17112-01-02 & 03
ACREAGE: 3.59 acres
EXISTING ZONING: RT
PROPOSED ZONING: R5

ZPH SIGN POSTING: February 10, 2025

Comprehensive Plan Compliance

Bcb!7 ca d`]Ubh

Background

Zoning History

The original zoning as adopted September 7, 1977 was Rural District (RU). With the adoption of the 2023 Code the Rural District (RU) was designated the Residential Transition District (RT).

Zoning District Summary

The Residential 5 District provides lands for a broad range of high-intensity residential housing options, with good access and connectivity for vehicles, bicycles, and pedestrians. Development allowed in this district includes multi-family and attached dwellings, such as apartments, condos, and townhouse dwellings, as well as public, civic, and institutional uses that support surrounding residential development.

Maximum density standard: no more than twelve (12) units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 43 dwelling units.

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

Direction	Existing Zoning	Use
<u>North:</u>	R5	Undeveloped
<u>South:</u>	M-1/ HM	Utility Company/ Undeveloped
<u>East:</u>	R3	Residential Subdivision (under construction)
<u>West:</u>	R5	Undeveloped

Discussion

Parcel/Area Characteristics

The parcels have access to Ross Road. There are no sidewalks or streetlamps along this section of Ross Road. The subject parcels are undeveloped. The immediate area is characterized by a mix of undeveloped single-family parcels, undeveloped parcels and an industrial use. North and west of the subject parcels is undeveloped. South of the site is a sewer utility company. East of the subject parcel is a developing single-family residential subdivision.

Public Services

The subject parcels are within the boundaries of School District Two. The W J Keenan High School is located approximately 2 miles west of the subject parcel on Pisgah Church Road. The Jackson Creek fire station (number 32) is located 1.16 miles east of the subject parcel on Two Notch Road. Water is provided by the City of Columbia and sewer is provided by the East Richland County Public Service District.

Plans & Policies

2015 Comprehensive Plan

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

Land Use and Design

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

Desired Development Pattern

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

Traffic Characteristics

The 2023 SCDOT traffic count (Station #611) located west of the subject parcel on Rabon Road identifies 8,000 Average Daily Trips (ADT's). Rabon Road is classified as a two-lane undivided minor collector, maintained by SCDOT with a design capacity of 9,800 ADT's. This portion of Rabon Road is currently operating at Level of Service (LOS) "C".

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

There are is a planned Pavement Improvement Program currently in the pre-award phase for 2025 with no anticipated completion date through SCDOT. There are no planned or programmed improvements for this section of Rabon Road through the County Penny Sales Tax program.

Conclusion

The proposed rezoning is inconsistent with the objectives of the Neighborhood (Medium-Density) designation in the Comprehensive Plan. The requested map amendment does not align with the residential guidelines and recommendations for this designation.

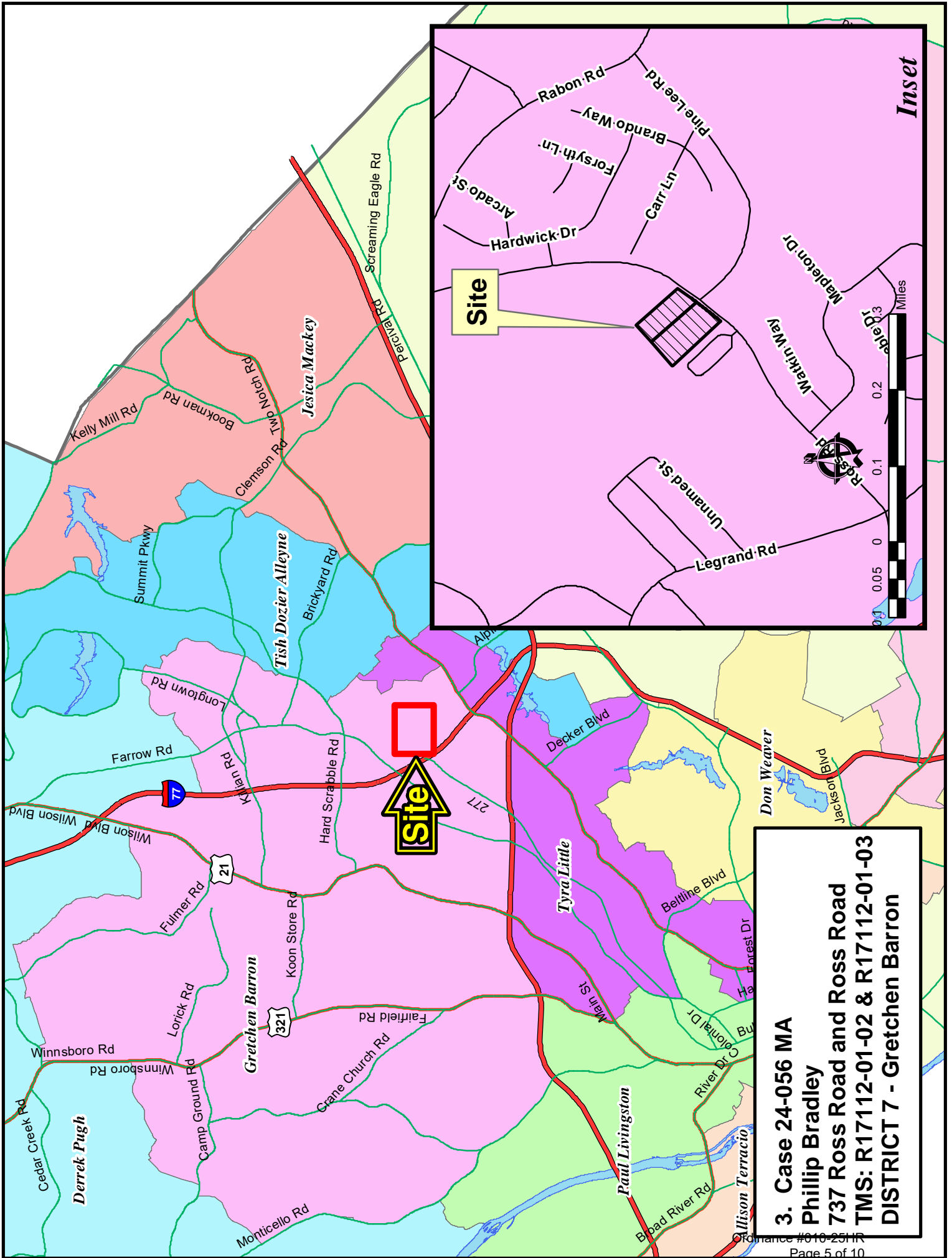
According to the Plan, multi-family housing is recommended near activity centers and within Priority Investment Areas, where there is access to roadways with adequate capacity and multimodal transportation options. The proposed rezoning does not meet these location criteria.

Planning Commission Action

At their **February 3, 2025** meeting, the Richland County Planning Commission **disagreed** with the recommendation of the Comprehensive Plan for the following reason:

- The request is in character with the zoning of the surrounding area.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **24-056 MA**.



3. Case 24-056 MA
Phillip Bradley
737 Ross Road and Ross Road
TMS: R17112-01-02 & R17112-01-03
DISTRICT 7 - Gretchen Barron

CASE 24-056
RT to R5
TMSR17112-01-02 & R17112-01-03



SPECIAL FLOOD HAZARD AREA

WETLANDS



Unnamed Private Driveway

Pine Lee Rd

Carr Ln

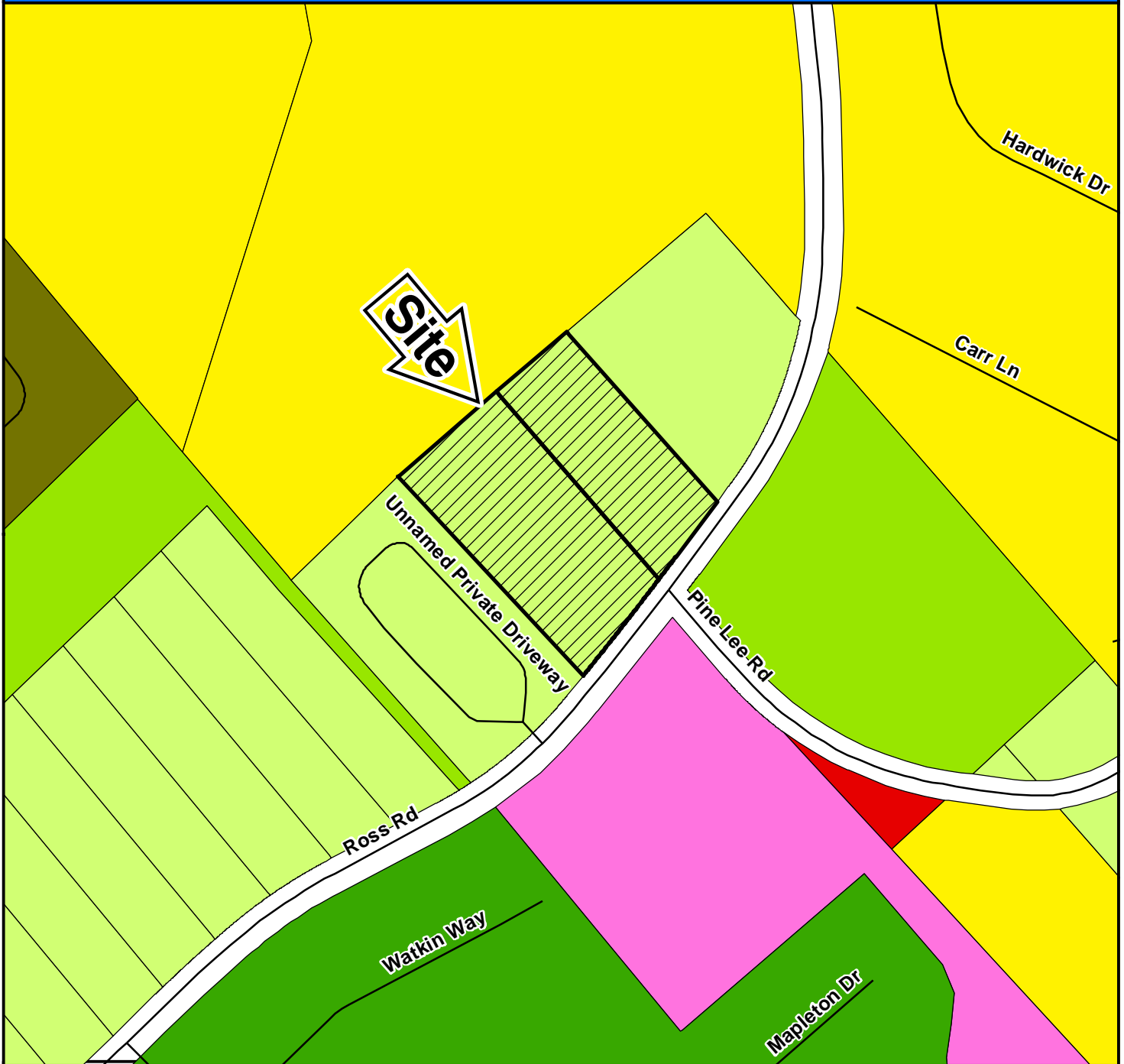
Ross Rd

Watt Way



CASE 24-056 MA

RT to R5



ZONING CLASSIFICATIONS

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



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS

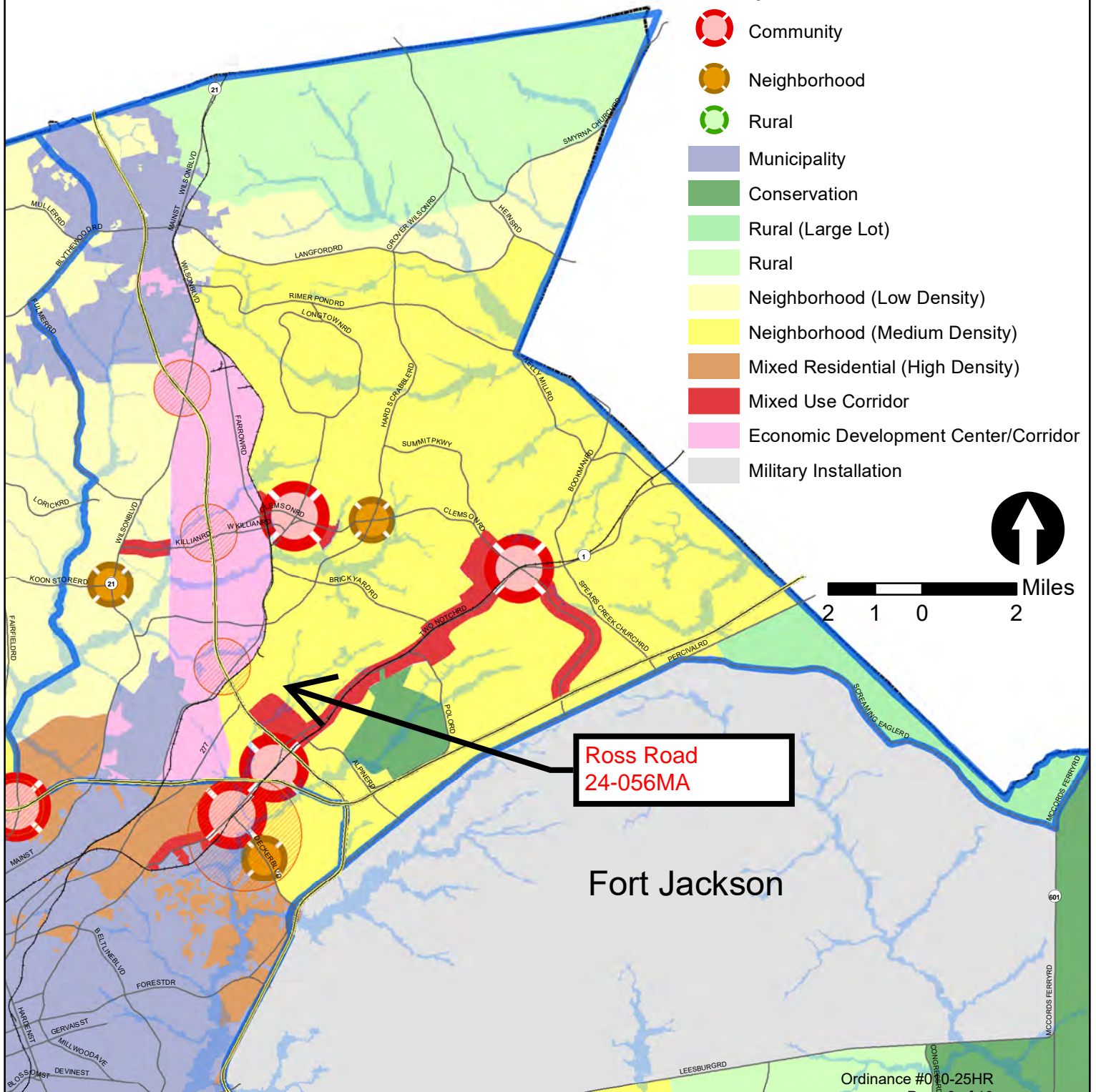


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Ross Road
24-056MA

Fort Jackson

Residential Transition (RT) District

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

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

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Residential Five Zoning District

Residential Five (R5) District	
Use Classification, Category, Type	R5
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Four-family	P
Dwelling, Multi-family	P
Dwelling, Three-family	P
Dwelling, Townhouse	SR
Dwelling, Two-family	SR
Group home, Family	SR
Manufactured home park	SR
Group Living	
Children’s residential care home	SE
Continuing care community	SR
Fraternity or sorority house	P
Group home, Large	SE
Rooming or boarding house	SE
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Nursing care facility	P
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Golf course	SE
Traveler Accommodations	
Bed and breakfast	SR

- a. Permitted Uses**
A “P” indicates that the use is allowed by right in the zoning district at the head of that column.
- b. Special Requirements Uses**
An “SR” indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.
- c. Special Exception Uses**
An “SE” indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 011-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: February 3, 2025
RC PROJECT: 24-057 MA
APPLICANT: Phillip Bradley

LOCATION: 747 Ross Road

TAX MAP NUMBER: R17112-02-01 Portion of
ACREAGE: 5.74 acres
EXISTING ZONING: HM
PROPOSED ZONING: R3

ZPH SIGN POSTING: February 10, 2025

Comprehensive Plan Compliance

Compliant

Background

Zoning History

The original zoning as adopted September 7, 1977 was Rural District (RU). With the adoption of the 2023 Code the Rural District (RU) was designated the Homestead District (HM).

Zoning District Summary

The Residential 3 District (R3) provides lands primarily for moderate-intensity residential development, located within walkable neighborhoods that are well-connected by a mostly gridded street system. Development allowed in this district includes residential dwellings and public, civic, and institutional uses that support various residential development types.

Maximum density standard: no more than six (6) units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 34 dwelling units.

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

Direction	Existing Zoning	Use
<u>North:</u>	R3	Residential Sudations (under construction)
<u>South:</u>	R3/ RT	Undeveloped/ Residence
<u>East:</u>	R3	Residential Subdivision (under construction)
<u>West:</u>	M-1	Utility Company/ Undeveloped

Discussion

Parcel/Area Characteristics

The parcel has access to Ross Road and Pine Lee Road. There are no sidewalks or streetlamps along this section of Ross Road or Pine Lee Road. The subject parcel is undeveloped. The immediate area is characterized by a mix of undeveloped single-family parcels, undeveloped parcels and an industrial use. North and east of the subject parcel is a developing single-family residential subdivision. West of the site is a sewer utility company. South of the subject parcel is undeveloped and a residence.

Public Services

The subject parcel is within the boundaries of School District Two. The W J Keenan High School is located approximately 2.1 miles west of the subject parcel on Pisgah Church Road. The Jackson Creek fire station (number 32) is located 1.10 miles east of the subject parcel on Two Notch Road. Water is provided by the City of Columbia and sewer is provided by the East Richland County Public Service District.

Plans & Policies

2015 Comprehensive Plan

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

Land Use and Design

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

Desired Development Pattern

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

Traffic Characteristics

The 2023 SCDOT traffic count (Station #611) located west of the subject parcel on Rabon Road identifies 8,000 Average Daily Trips (ADT's). Rabon Road is classified as a two-lane undivided minor collector, maintained by SCDOT with a design capacity of 9,800 ADT's. This portion of Rabon Road is currently operating at Level of Service (LOS) "C".

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

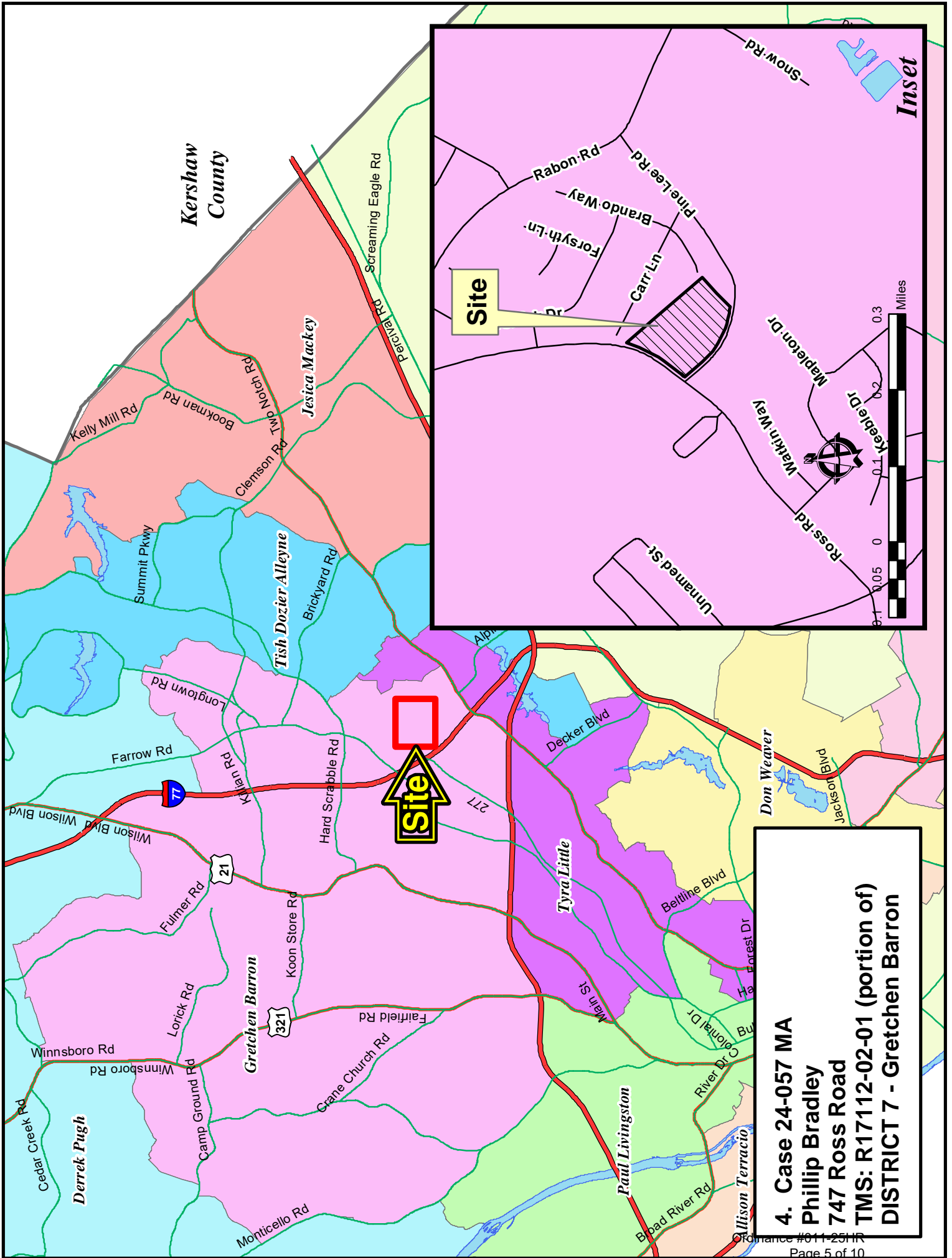
There are is a planned Pavement Improvement Program currently in the pre-award phase for 2025 with no anticipated completion date through SCDOT. There are no planned or programmed improvements for this section of Rabon Road through the County Penny Sales Tax program.

Conclusion

The proposed rezoning is consistent with the objectives of the Comprehensive Plan. According to the plan, “The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods.” The proposed rezoning is consistent with the recommended existing zoning districts of similar character identified in the plan.

Planning Commission Action

At their **February 3, 2025** meeting, the Richland County Planning Commission **agreed** with the recommendations of the Comprehensive Plan and recommends the County Council **approve** the proposed amendment for RC Project # **24-057 MA**.



**Kershaw
County**

Site

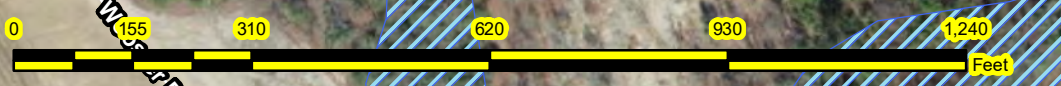
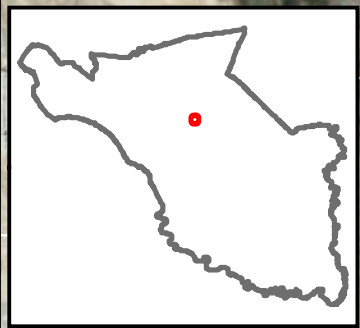
Inset

4. Case 24-057 MA
Phillip Bradley
747 Ross Road
TMS: R17112-02-01 (portion of)
DISTRICT 7 - Gretchen Barron

CASE 24-057
HM to R3
TMS R17112-02-01 (portion of)

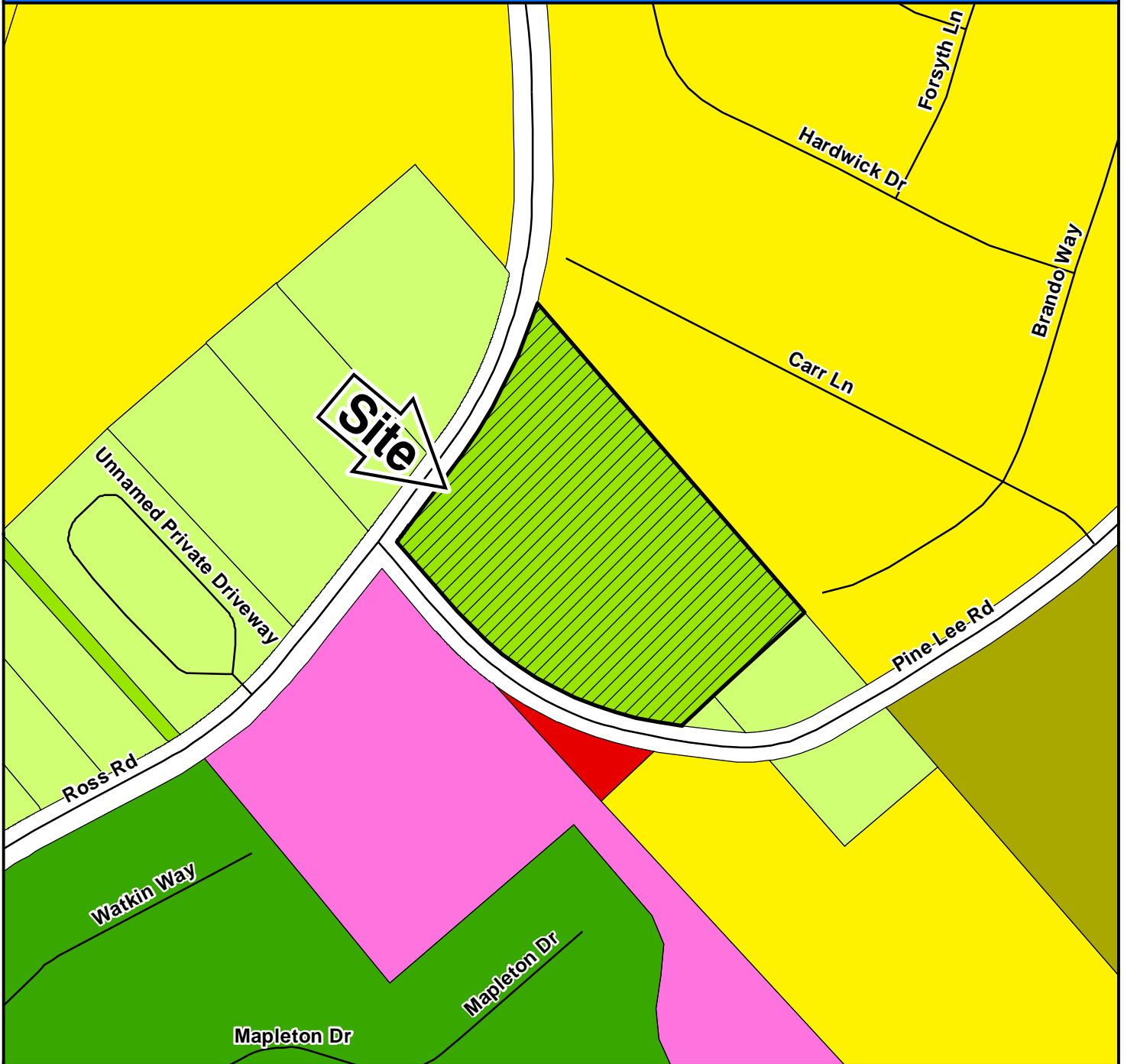
Site

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














CASE 24-057 MA

HM to R3



ZONING CLASSIFICATIONS

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



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS

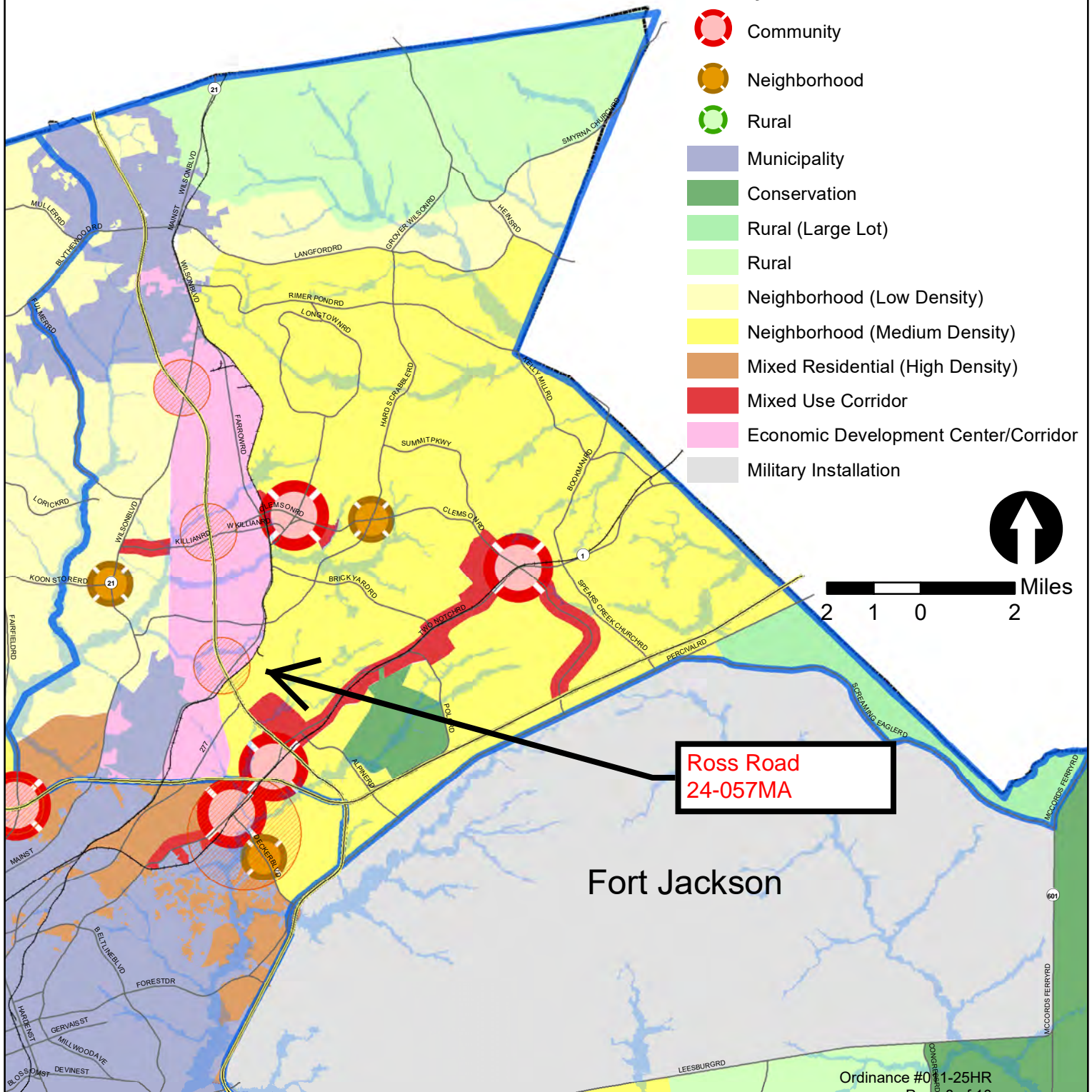


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Homestead (HM) District

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

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

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Residential Three (R3) District	
Use Classification, Category, Type	R3
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Place of worship	SE
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Recreation/Entertainment	
Golf course	SE

- a. Permitted Uses**
 A “P” indicates that the use is allowed by right in the zoning district at the head of that column.
- b. Special Requirements Uses**
 An “SR” indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.
- c. Special Exception Uses**
 An “SE” indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 012-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: February 3, 2025
RC PROJECT: 24-058 MA
APPLICANT: Fil Mabry

LOCATION: 812 Sandfield Road

TAX MAP NUMBER: R17800-01-13
ACREAGE: 64.84 acres
EXISTING ZONING: AG
PROPOSED ZONING: HM

ZPH SIGN POSTING: February 10, 2025

Comprehensive Plan Compliance

Bcb!7 ca d`]Ubh

Background

Zoning History

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

Zoning District Summary

The Homestead District (HM) provides lands for low-intensity agricultural and agricultural-supporting uses, such as hobby farms, along with very low-intensity residential development that preserves the rural and natural character of the district. Residential development includes single-family detached and manufactured home dwellings on large single lots or family subdivisions with significant acreage.

Maximum density standard: no more than sixty-six hundredths (.66) dwelling units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 42 dwelling units.

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

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

Discussion

Parcel/Area Characteristics

The site has access and frontage along Sandfield Road. This section of Sandfield Road is a two-lane undivided collector without sidewalks and streetlights. The subject parcel is undeveloped. The general area is comprised of large, undeveloped parcels, residentially developed parcels, and single-family residential subdivision to the south east.

Public Services

The Blythewood fire station (station number 26) is located on Main Street, approximately 1.36 miles west of the subject parcel. The Langford Road Elementary School is located .5 miles south of the subject parcel on Langford Road. Records indicate that the parcel is near the City of Columbia's water service area. The parcel is within the South Carolina water Utilities service area.

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

Plans & Policies

2015 Comprehensive Plan

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

Neighborhood (Low Density)

Land Use and Design

Areas where low-density residential is the primary use. These areas serve as a transition between Rural and Neighborhood (Medium-Density) areas, and are opportunities for low-density traditional neighborhood development and open space developments that preserve open spaces and natural features. Commercial development should be located within nearby Neighborhood Activity Centers, and may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. Places of worship and parks are appropriate institutional uses, but should be designed to mitigate impacts on surrounding neighborhoods. Industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged in these areas.

Desired Development Pattern

Lower-density, single-family neighborhood developments are preferred. Open space developments that provide increased densities in trade for the protection of open spaces and recreational areas are also encouraged (see Desired Pattern for Rural areas for more information on open space developments). Residential developments that incorporate more open spaces and protection of natural areas through the use of natural stormwater management techniques, such as swales, are encouraged. Homes in neighborhoods can be supported by small-scale neighborhood commercial establishments located at primary arterial intersections, preferably within Neighborhood Commercial Activity Centers.

Traffic Characteristics

The 2023 SCDOT traffic count (Station # 494) located west of the subject parcel on Blythewood Road identifies 15,100 Average Daily Trips (ADT's). This section of Blythewood Road is classified as a three-lane undivided major collector, maintained by SCDOT with a design

capacity of 9,800 ADT's. This segment of Blythewood Road is currently operating at Level of Service (LOS) "F".

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

There are no planned or programmed improvements for this section of Blythewood Road through SCDOT. There are is a planned bikeway and roadway improvements for this section of Blythewood Road through the County Penny Sales Tax program. These projects are currently in the design phase with no anticipated start or completion dates.

Conclusion

The proposed rezoning is inconsistent with the objectives of the Neighborhood (Low-Density) designation, which recommends low-density housing developments in these areas. The requested rezoning does not align with the density recommendations for this designation.

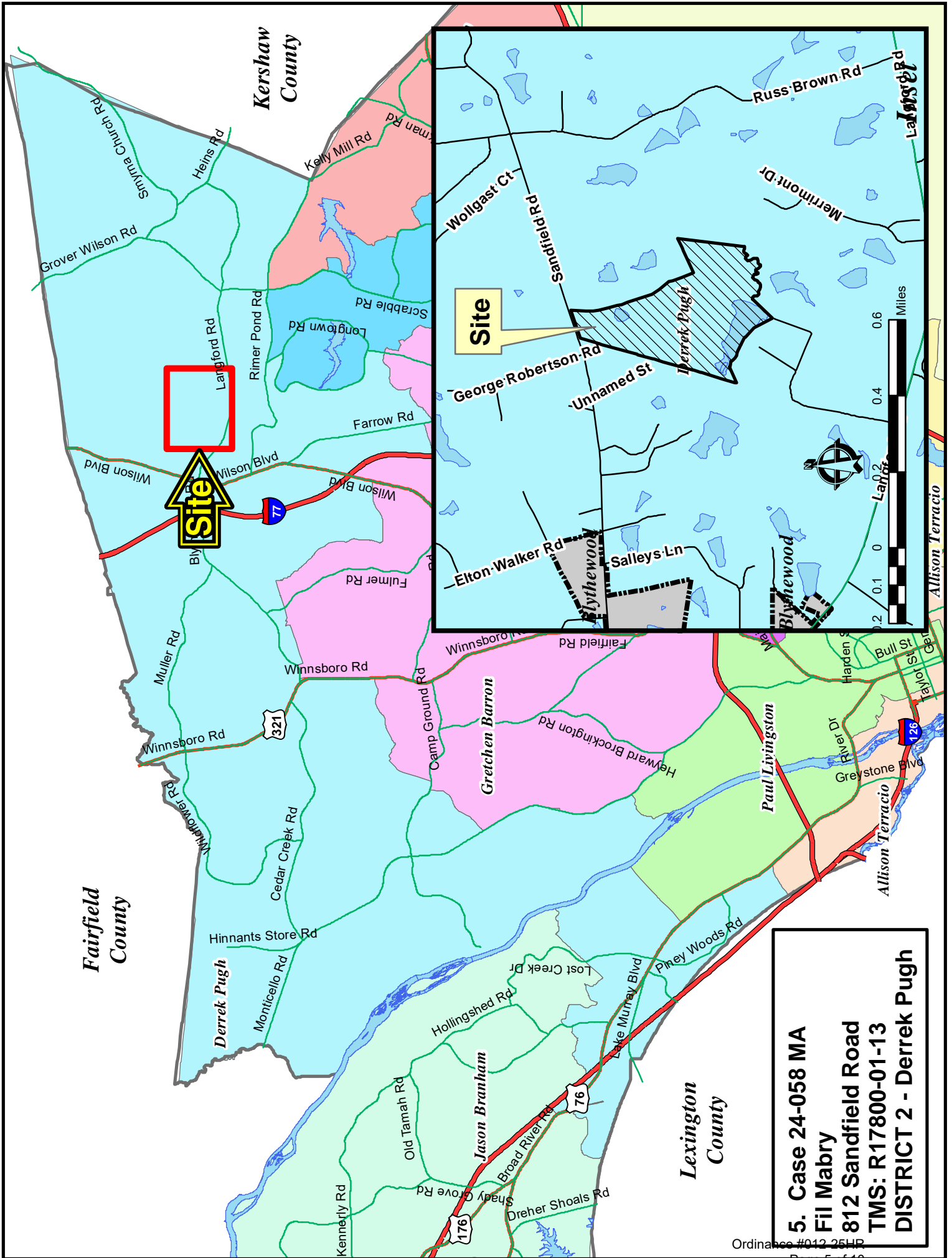
Additionally, the policy guidelines state that "new residential developments should be served by adequately supplied public water and sanitary sewer service." However, records indicate that the area is not currently served by public utilities.

Planning Commission Action

At their **February 3, 2025** meeting, the Richland County Planning Commission **disagreed** with the recommendation of the Comprehensive Plan for the following reason:

- The requested HM zoning designation is consistent with the zonings of the surrounding area.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **24-058 MA**.



Site



5. Case 24-058 MA
Fil Mabry
812 Sandfield Road
TMS: R17800-01-13
DISTRICT 2 - Derrek Pugh

CASE 24-058
AG to HM
TMS 17800-01-13

Unnamed St
George Robertson Rd
Sandfield Rd

Sandfield Ct
Wolgast Ct
Russ Brown Rd

Kinard Kelly Ln
Blythewood
Unnamed St
Deerwood Farm Trl
McDonald Ln

Site

Kingsbury Ln
Merrimont Dr
Lywood Ln

Langford Rd

SPECIAL FLOOD HAZARD AREA

WETLANDS



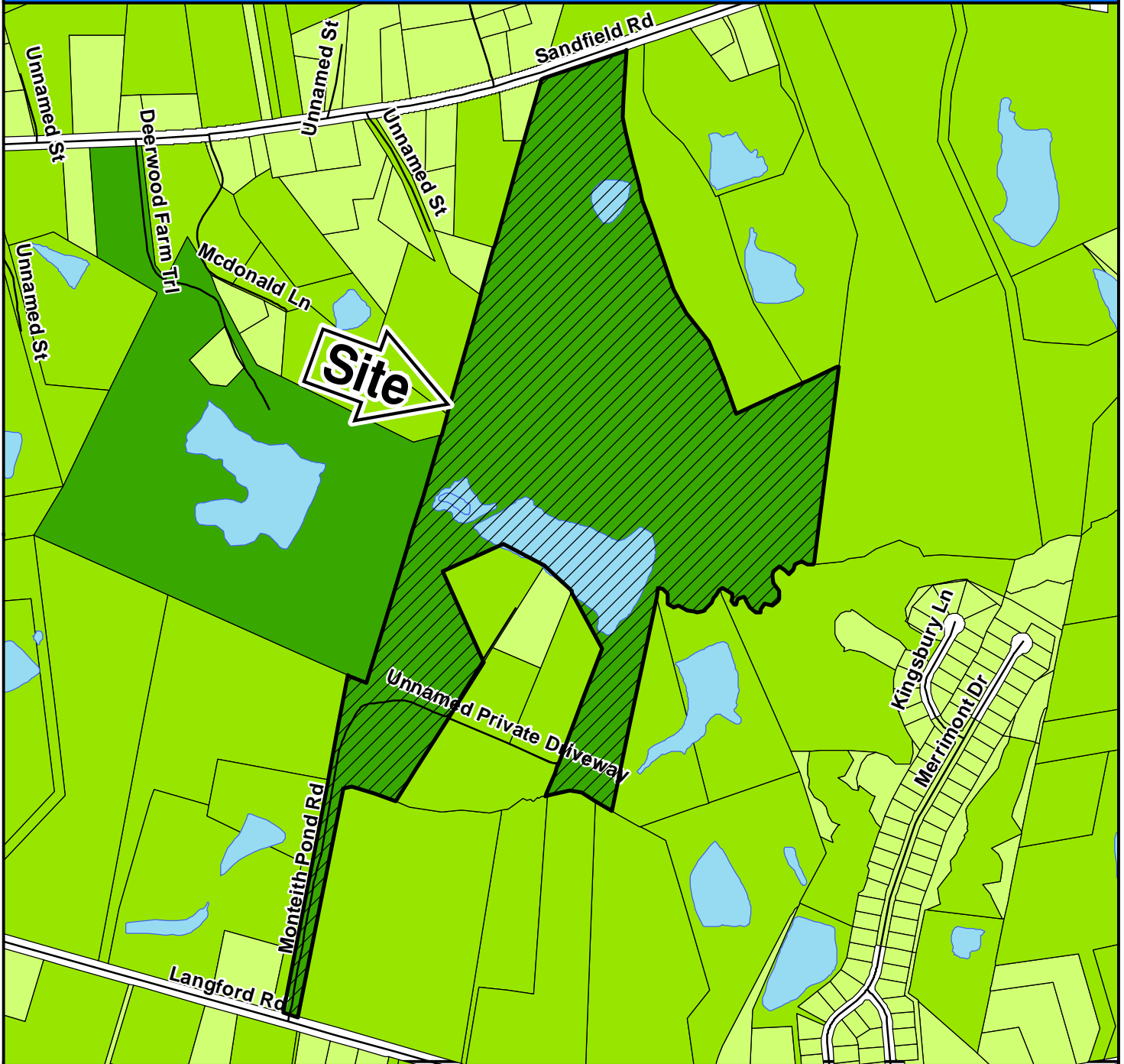
Unnamed St
Allen Kelly Ct
Ad... Rd
Lois Look 2000 Ln



Richland County & Woolpert

CASE 24-058 MA

AG to HM



ZONING CLASSIFICATIONS

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



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS



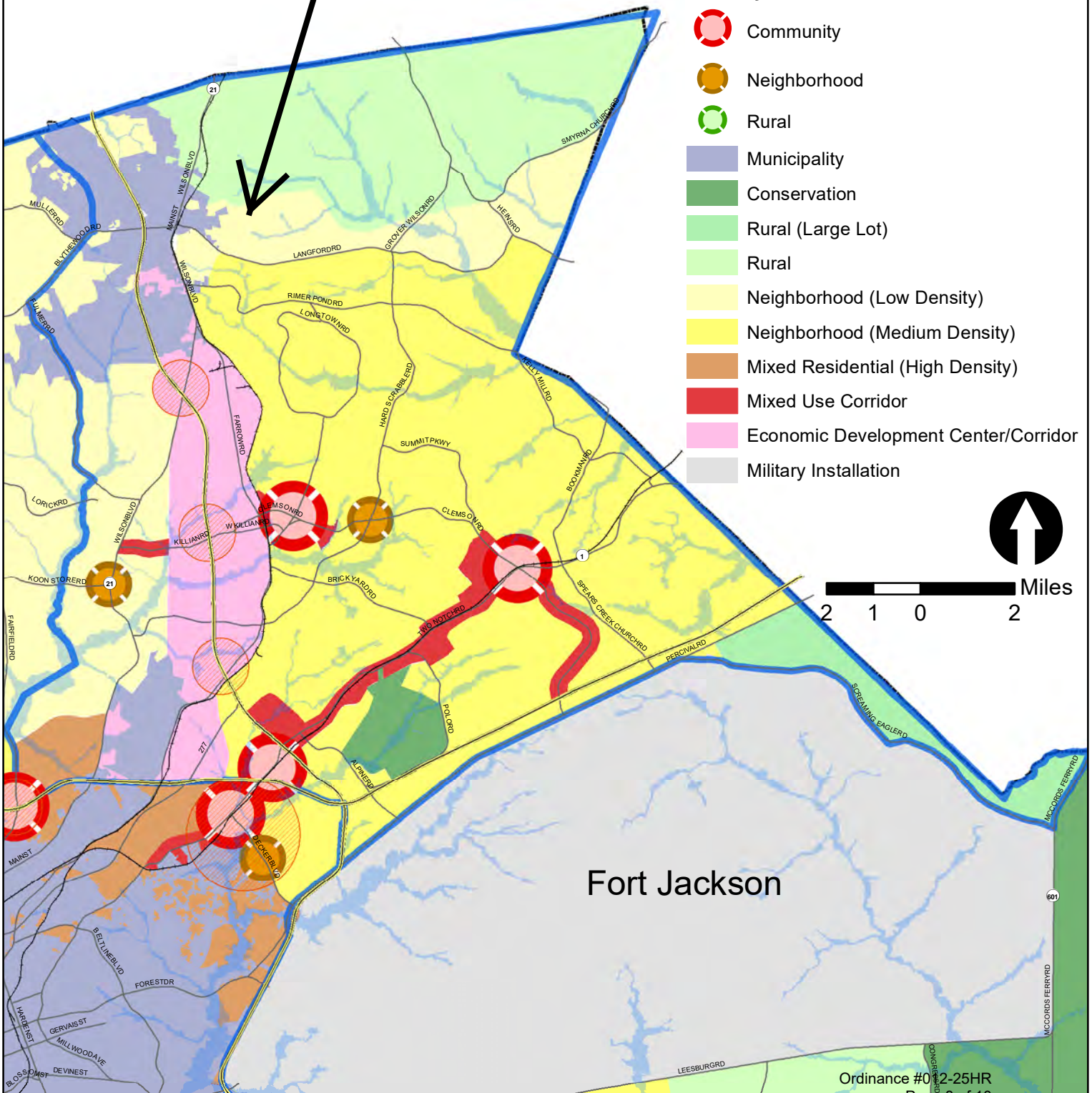
For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

**Sandfield Road
24-058MA**

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Fort Jackson

Agricultural (AG) District

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

Commercial	
Kennel	SR
Recreation/Entertainment	
Hunt club	P
Shooting range, Outdoor	SE
Retail Sales	
Farmers' market	SR
Traveler Accommodations	
Bed and breakfast	SR
Campground	SE
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE
Timber and timber products wholesale sales	SR
Production of Goods	
Manufacturing, assembly, and fabrication, Light	SR
Manufacturing, assembly, and fabrication, General	SR
Manufacturing, assembly, and fabrication, Intensive	SR

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Homestead (HM) District

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

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

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 012-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: February 3, 2025
RC PROJECT: 24-058 MA
APPLICANT: Fil Mabry

LOCATION: 812 Sandfield Road

TAX MAP NUMBER: R17800-01-13
ACREAGE: 64.84 acres
EXISTING ZONING: AG
PROPOSED ZONING: HM

ZPH SIGN POSTING: February 10, 2025

Comprehensive Plan Compliance

Bcb!7 ca d`]Ubh

Background

Zoning History

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

Zoning District Summary

The Homestead District (HM) provides lands for low-intensity agricultural and agricultural-supporting uses, such as hobby farms, along with very low-intensity residential development that preserves the rural and natural character of the district. Residential development includes single-family detached and manufactured home dwellings on large single lots or family subdivisions with significant acreage.

Maximum density standard: no more than sixty-six hundredths (.66) dwelling units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 42 dwelling units.

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

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

Discussion

Parcel/Area Characteristics

The site has access and frontage along Sandfield Road. This section of Sandfield Road is a two-lane undivided collector without sidewalks and streetlights. The subject parcel is undeveloped. The general area is comprised of large, undeveloped parcels, residentially developed parcels, and single-family residential subdivision to the south east.

Public Services

The Blythewood fire station (station number 26) is located on Main Street, approximately 1.36 miles west of the subject parcel. The Langford Road Elementary School is located .5 miles south of the subject parcel on Langford Road. Records indicate that the parcel is near the City of Columbia's water service area. The parcel is within the South Carolina water Utilities service area.

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

Plans & Policies

2015 Comprehensive Plan

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

Neighborhood (Low Density)

Land Use and Design

Areas where low-density residential is the primary use. These areas serve as a transition between Rural and Neighborhood (Medium-Density) areas, and are opportunities for low-density traditional neighborhood development and open space developments that preserve open spaces and natural features. Commercial development should be located within nearby Neighborhood Activity Centers, and may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. Places of worship and parks are appropriate institutional uses, but should be designed to mitigate impacts on surrounding neighborhoods. Industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged in these areas.

Desired Development Pattern

Lower-density, single-family neighborhood developments are preferred. Open space developments that provide increased densities in trade for the protection of open spaces and recreational areas are also encouraged (see Desired Pattern for Rural areas for more information on open space developments). Residential developments that incorporate more open spaces and protection of natural areas through the use of natural stormwater management techniques, such as swales, are encouraged. Homes in neighborhoods can be supported by small-scale neighborhood commercial establishments located at primary arterial intersections, preferably within Neighborhood Commercial Activity Centers.

Traffic Characteristics

The 2023 SCDOT traffic count (Station # 494) located west of the subject parcel on Blythewood Road identifies 15,100 Average Daily Trips (ADT's). This section of Blythewood Road is classified as a three-lane undivided major collector, maintained by SCDOT with a design

capacity of 9,800 ADT's. This segment of Blythewood Road is currently operating at Level of Service (LOS) "F".

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

There are no planned or programmed improvements for this section of Blythewood Road through SCDOT. There are is a planned bikeway and roadway improvements for this section of Blythewood Road through the County Penny Sales Tax program. These projects are currently in the design phase with no anticipated start or completion dates.

Conclusion

The proposed rezoning is inconsistent with the objectives of the Neighborhood (Low-Density) designation, which recommends low-density housing developments in these areas. The requested rezoning does not align with the density recommendations for this designation.

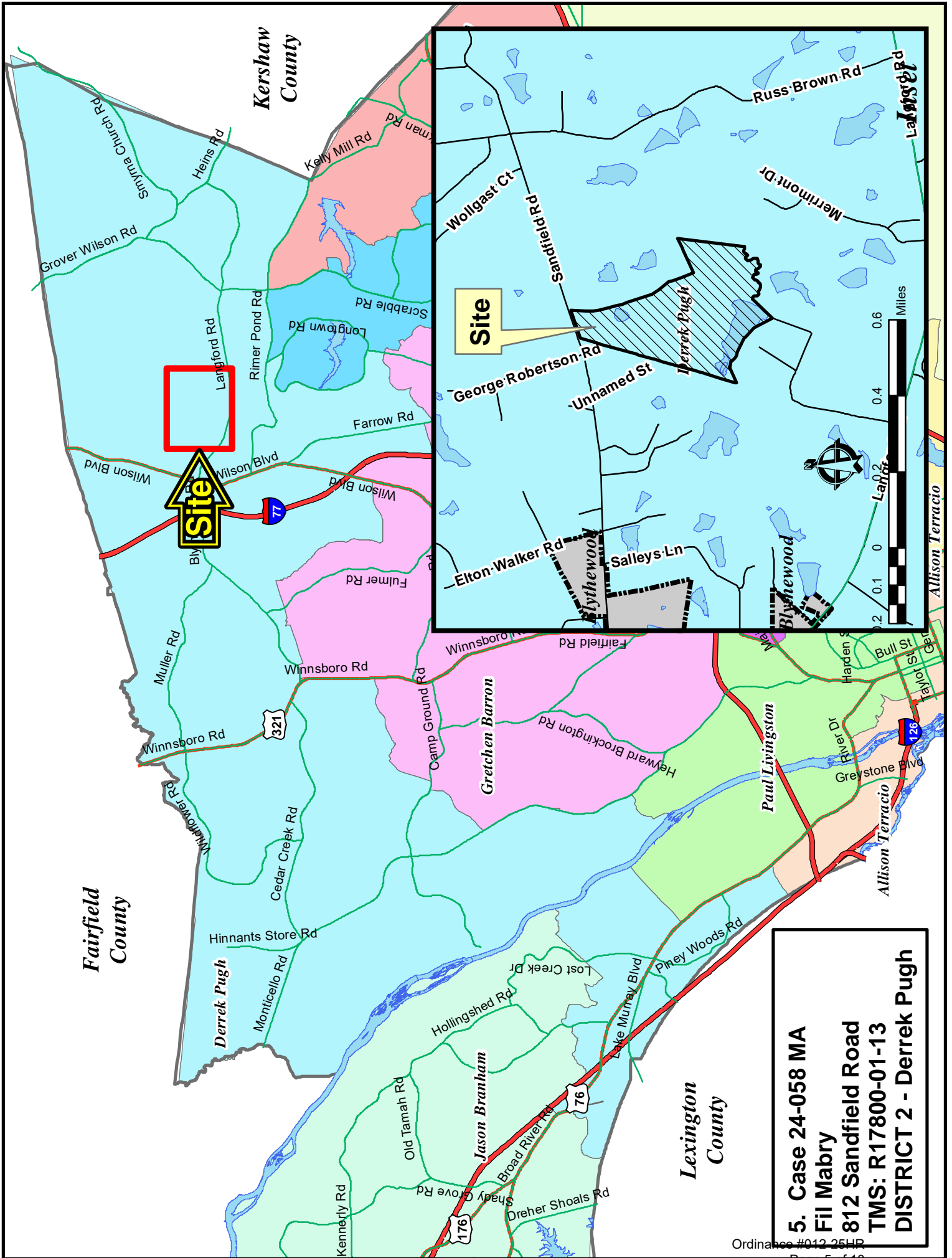
Additionally, the policy guidelines state that "new residential developments should be served by adequately supplied public water and sanitary sewer service." However, records indicate that the area is not currently served by public utilities.

Planning Commission Action

At their **February 3, 2025** meeting, the Richland County Planning Commission **disagreed** with the recommendation of the Comprehensive Plan for the following reason:

- The requested HM zoning designation is consistent with the zonings of the surrounding area.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **24-058 MA**.



Site



5. Case 24-058 MA
Fil Mabry
812 Sandfield Road
TMS: R17800-01-13
DISTRICT 2 - Derrek Pugh

CASE 24-058
AG to HM
TMS 17800-01-13

Unnamed St
George Robertson Rd
Sandfield Rd

Sandfield Ct
Wolgast Ct
Russ Brown Rd

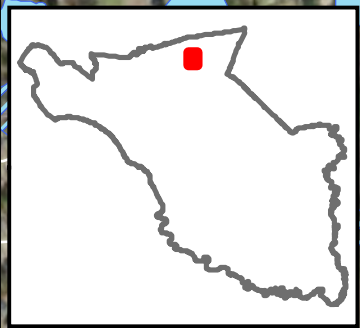
Kinard Kelly Ln
Blythewood
Unnamed St
Deerwood Farm Trl
McDonald Ln

Site

Kingsbury Ln
Merrimont Dr
Lywood Ln

Langford Rd

SPECIAL FLOOD HAZARD AREA
WETLANDS

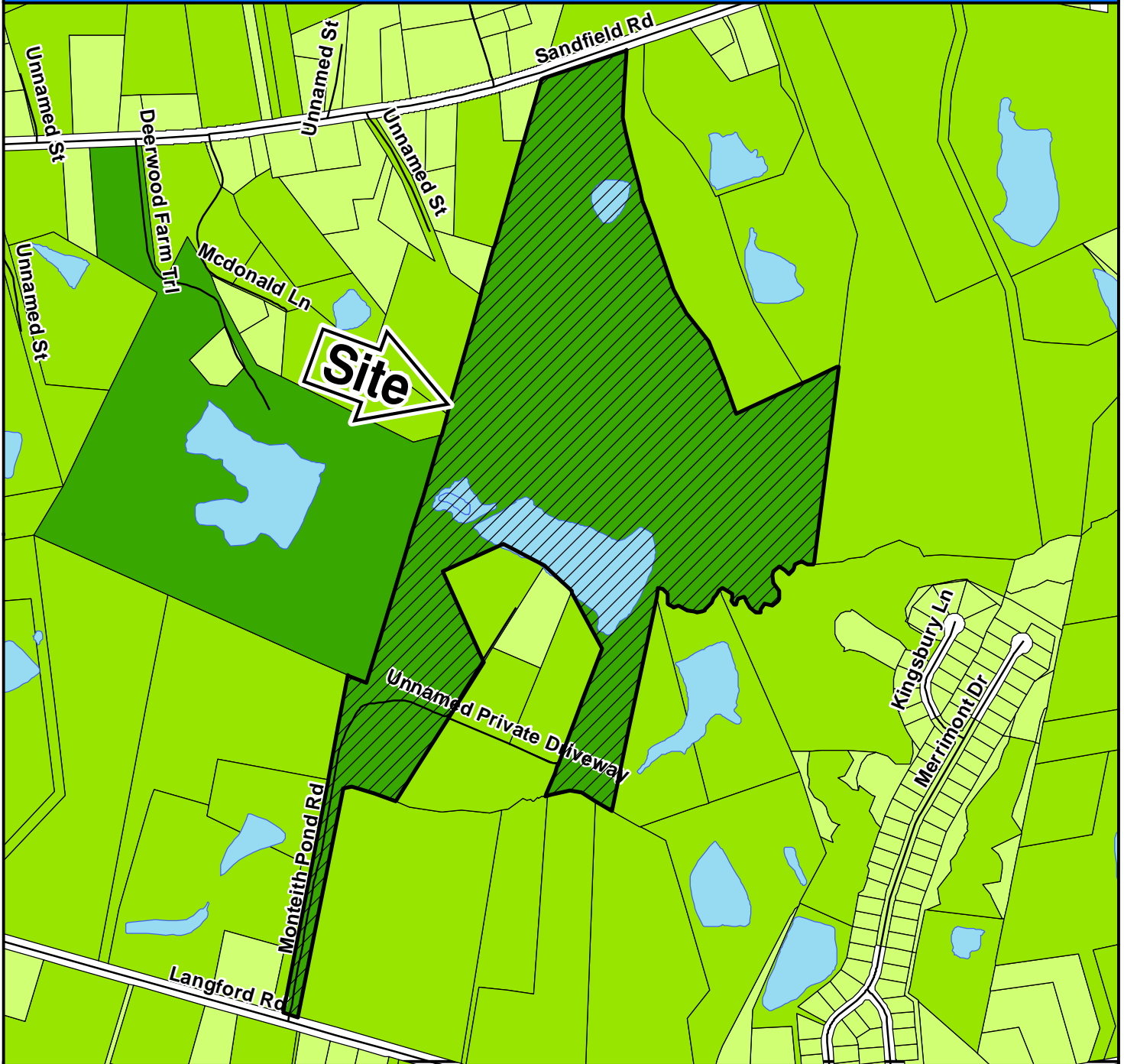


Unnamed St
Allen Kelly Ct
Ad... Rd
Lois Look 2000 Ln



CASE 24-058 MA

AG to HM



ZONING CLASSIFICATIONS

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



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS



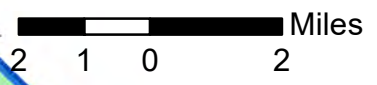
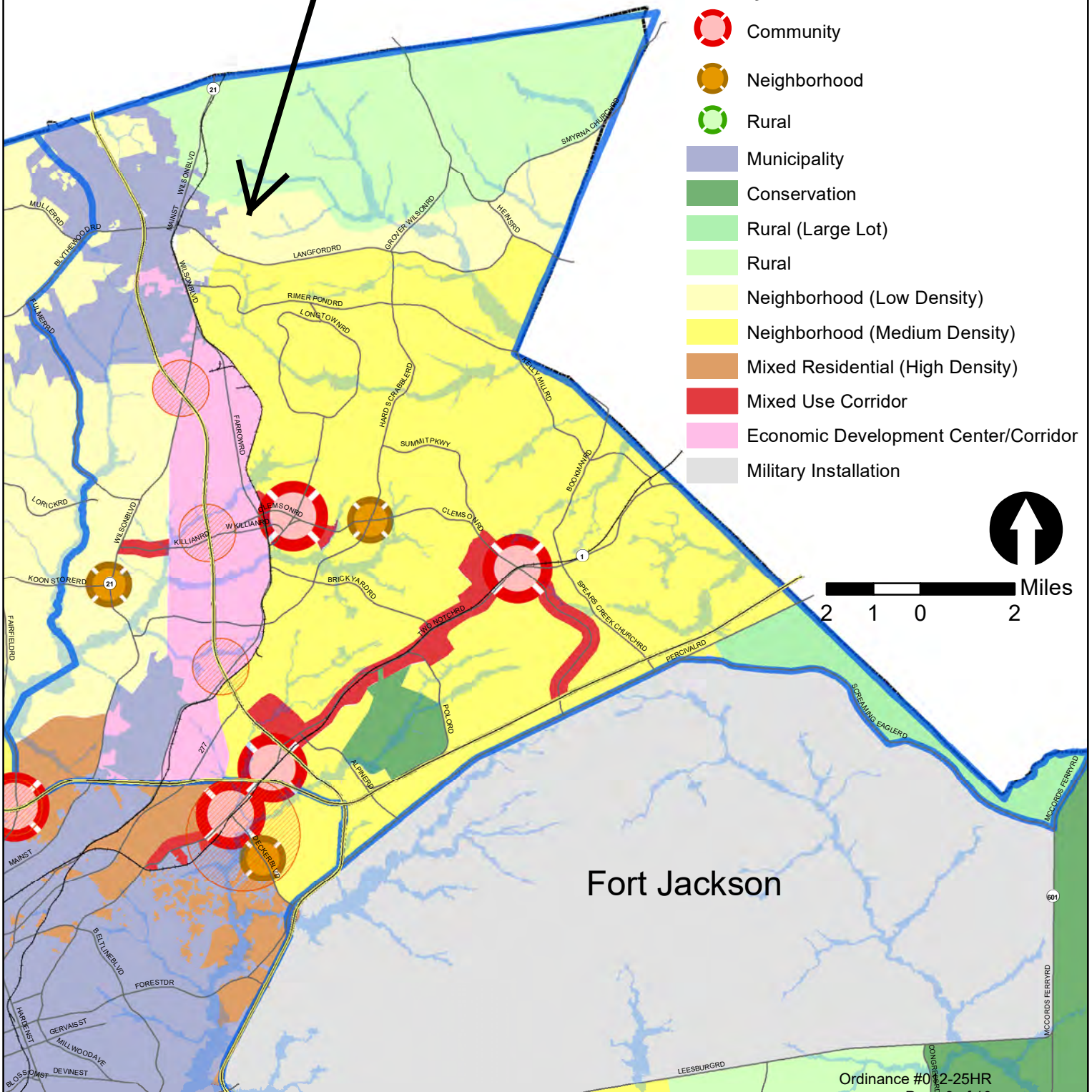
For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

**Sandfield Road
24-058MA**

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Fort Jackson

Agricultural (AG) District

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

Commercial	
Kennel	SR
Recreation/Entertainment	
Hunt club	P
Shooting range, Outdoor	SE
Retail Sales	
Farmers' market	SR
Traveler Accommodations	
Bed and breakfast	SR
Campground	SE
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE
Timber and timber products wholesale sales	SR
Production of Goods	
Manufacturing, assembly, and fabrication, Light	SR
Manufacturing, assembly, and fabrication, General	SR
Manufacturing, assembly, and fabrication, Intensive	SR

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Homestead (HM) District

Use Classification, Category, Type	HM
Agricultural	
Agriculture and Forestry	
Agriculture	P
Community garden	SR
Forestry	P
Agriculture and Forestry Related	
Agriculture research facility	P
Agritourism	P
Equestrian center	SR
Farm distribution hub	P
Farm winery	SR
Produce stand	P
Riding or boarding stable	P
Rural retreat	SR
Veterinary services (livestock)	P
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Manufactured home	SR
Manufactured home park	SR
Group Living	
Children's residential care home	SR
Continuing care community	SE
Group home, Large	SE
Rooming or boarding house	SR
Community Service	
Community recreation center	SR
Library	SR
Membership organization facility	SE
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Funeral and Mortuary Services	
Cemetery	SR
Parks and Open Space	
Arboretum or botanical garden	SE
Park or greenway	SE
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Communication tower	SE
Solar energy conversion system, Large scale	SR
Utility, minor	SR
Wind energy conversion system, Large scale	SE
Commercial	
Kennel	SR
Recreation/Entertainment	
Golf course	SR
Hunt club	P
Shooting range, Outdoor	SE
Retail Sales	
Farmers' market	SR
Traveler Accommodations	
Bed and breakfast	SR
Campground	SR
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 014-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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 Planning & Development Services Department

Map Amendment Staff Report

PC MEETING DATE: February 3, 2025
RC PROJECT: 24-060 MA
APPLICANT: Marco Sarabia

LOCATION: 1711 Bluebird Lane & 1039 Bluebird Drive

TAX MAP NUMBER: R14104-04-38 & 39
ACREAGE: 1.02 acres
EXISTING ZONING: R6
PROPOSED ZONING: R2

ZPH SIGN POSTING: February 10, 2025

Comprehensive Plan Compliance

Bcb!7 ca d`Ubh

Eligibility for Map Amendment Request

Section 26-52. Amendments

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

(b) (2) b. 4.

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

Background

Zoning History

The original zoning as adopted September 7, 1977 was Residential General District (RG-2). With the adoption of the 2005 Code the Residential General District (RG-2) was designated the Residential Multi-family High Density District (RM-HD). With the adoption of the 2021 Land Development Code the Residential Multi-family High Density District (RM-HD) was designated Residential 6 District (R6).

Zoning History for the General Area

A General Commercial District (GC) parcel southeast of the site were rezoned from RG-2 District under case number 00-35MA.

Zoning District Summary

The R2 Residential District provides lands primarily for low- to moderate-intensity residential development. Development allowed in this district includes residential dwellings, manufactured homes, and limited public, civic, and institutional uses that support residential development.

Maximum density standard: no more than twelve (3) units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 3 dwelling units.

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

Direction	Existing Zoning	Use
<u>North:</u>	R6	Residence
<u>South:</u>	R6	Residence
<u>East:</u>	HI/ HI	Warehouses/ Non-Residential structures
<u>West:</u>	R2/ R6	Undeveloped/ Residence

Discussion

Parcel/Area Characteristics

The parcels have frontage along and Bluebird Lane. There are no sidewalks or streetlights along this section of Bluebird Lane. The surrounding area is primarily characterized by residential uses with some industrial uses and zoning districts. North, south and west of the site are single-family residences. East of the site are two industrial zoned parcels and uses.

Public Services

The Belvedere fire station (station number 11) is located on Blume Court, approximately .5 miles southwest of the subject parcel. The W. G. Sanders Elementary School is located .4miles south of the subject parcel on Pine Belt Road. Records indicate that the parcel is in the City of Columbia's water service area and located in East Richland County's Public Service District sewer service area. Records also indicate that the current structure is on well and septic.

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

Plans & Policies

The 2015 Richland County Comprehensive Plan, "***PUTTING THE PIECES IN PLACE***", designates this area as ***Mixed Residential (High Density)***.

Land Use and Design

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with

significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas.

Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity

Traffic Characteristics

The 2023 SCDOT traffic count (Station #673) located northwest of the subject parcel on Cushman Road identifies 5,700 Average Daily Trips (ADT's). Cushman Road is classified as a two lane undivided collector road, maintained by SCDOT with a design capacity of 8,600 ADT's. This portion of Cushman Road is currently operating at Level of Service (LOS) "B".

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

There are no programed improvements for the section of Cushman Road through County Penny Sales Tax program or SCDOT.

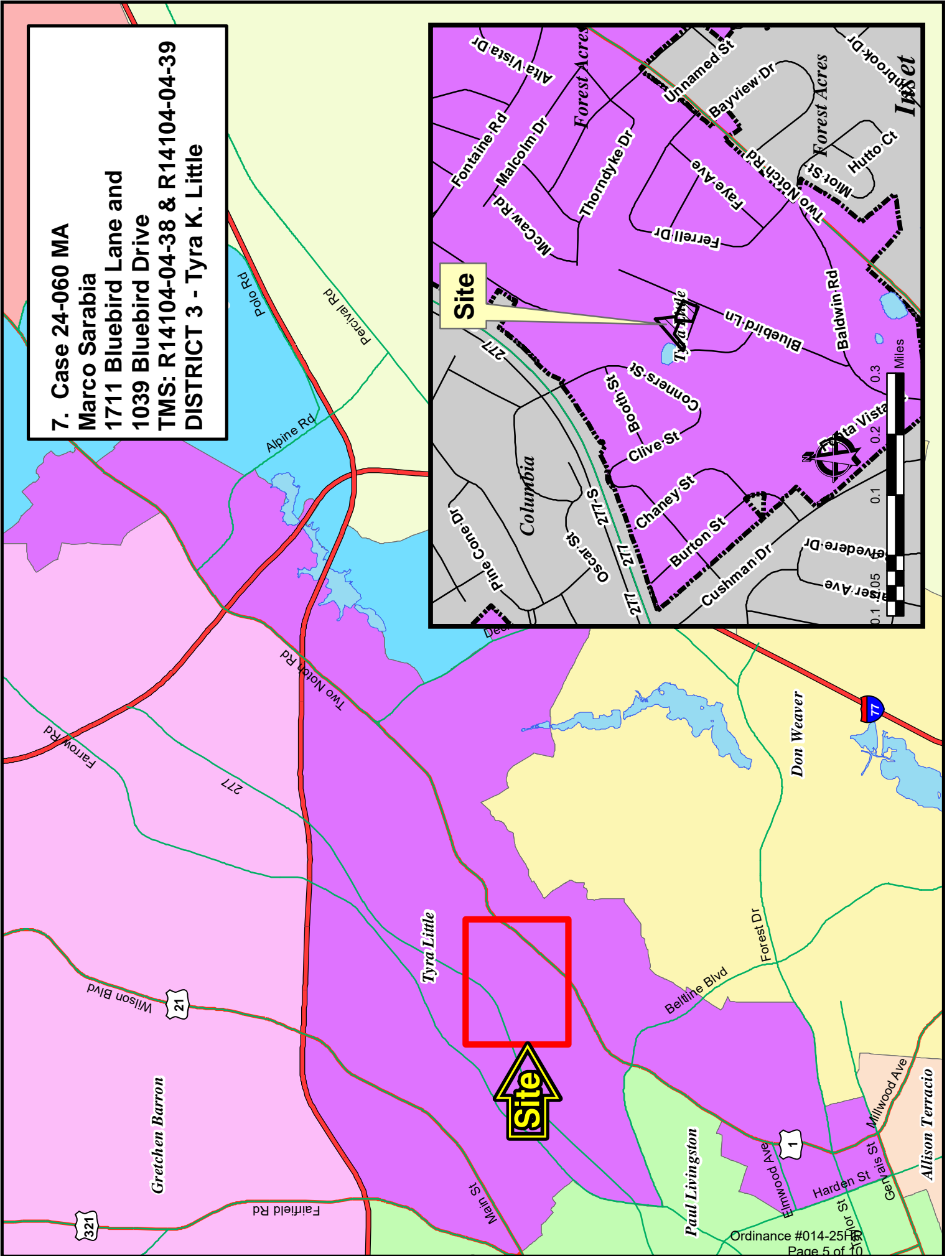
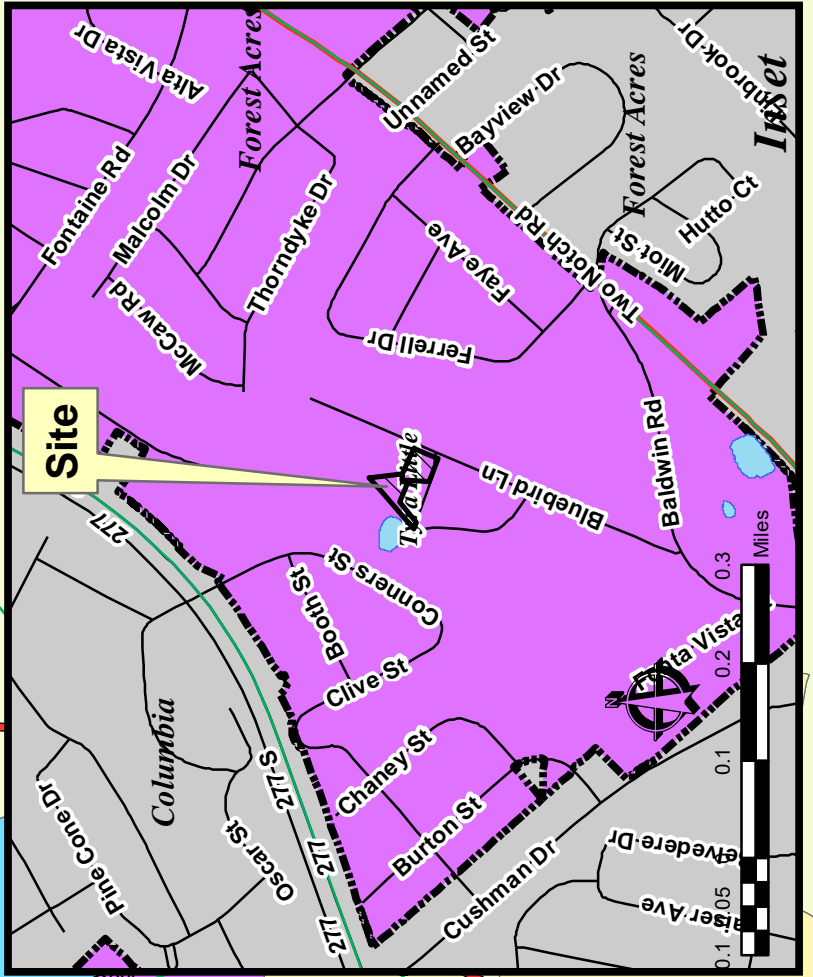
Conclusion

The proposed rezoning is inconsistent with the objectives outlined in the Comprehensive Plan. The Mixed Residential (High Density) designation encourages zoning designations which provide for, "...full range of uses supportive of neighborhood, community, and regional commercial and employment needs" which includes higher density single-family and multi-family developments. The proposed residential district does not provide for a density that is supportive of the recommendations of this designation, nor will the proposed district be in character with the land uses of the immediate area along Bluebird Lane.

Planning Commission Action

At their **February 3, 2025** meeting, the Richland County Planning Commission **agreed** with the recommendations of the Comprehensive Plan and recommends the County Council **disapprove** the proposed amendment for RC Project # **24-060 MA**.

7. Case 24-060 MA
Marco Sarabia
1711 Bluebird Lane and
1039 Bluebird Drive
TMS: R14104-04-38 & R14104-04-39
DISTRICT 3 - Tyra K. Little



270
Columbia

CASE 24-060
R6 to R2
TMSR14104-04-38 & R14104-04-39

McCaw Rd
Thorndyke Dr

Booth St

Conners St

Site

Bluebird Dr

Bluebird Ln

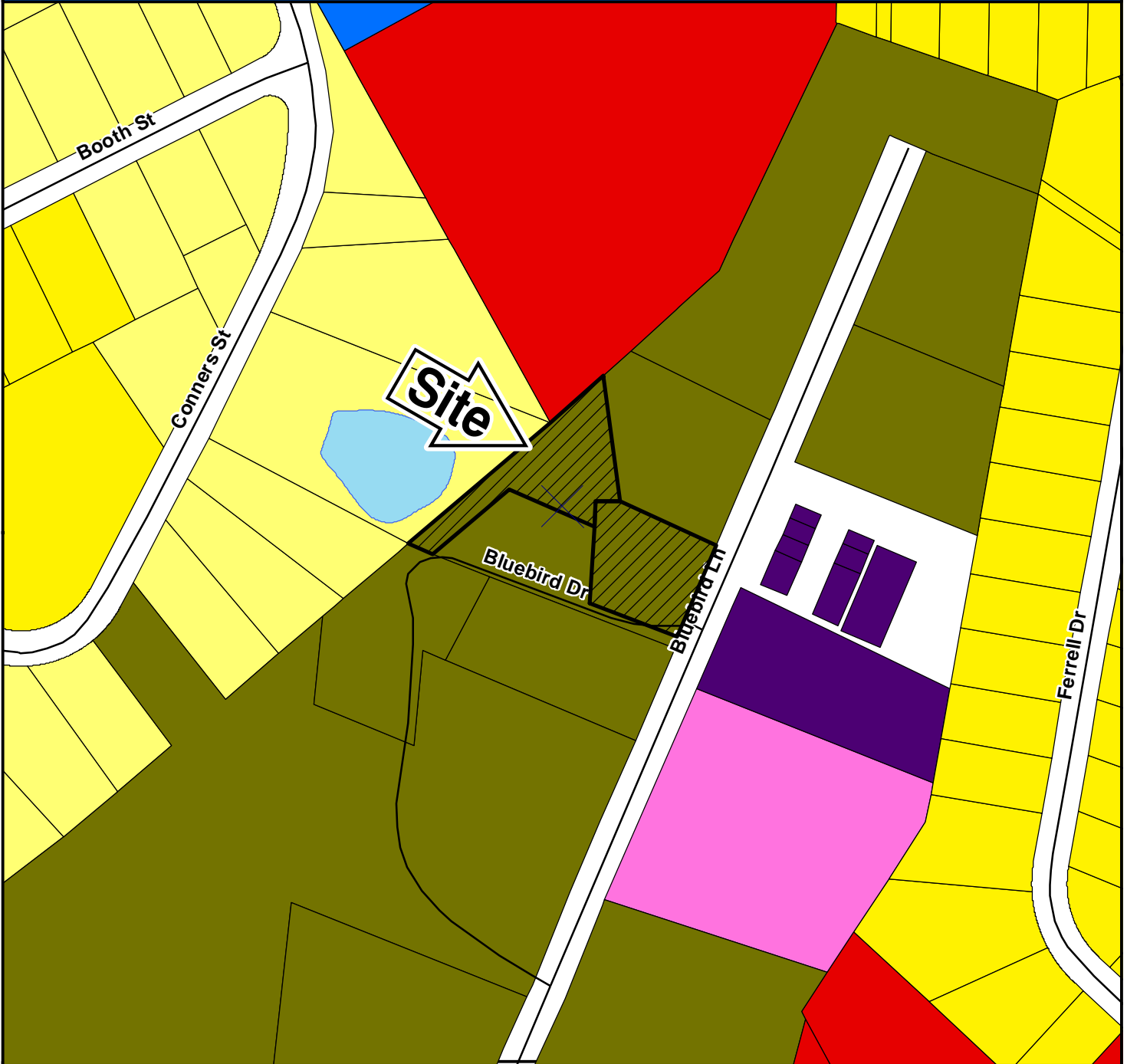
Ferrell Dr

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









CASE 24-060 MA

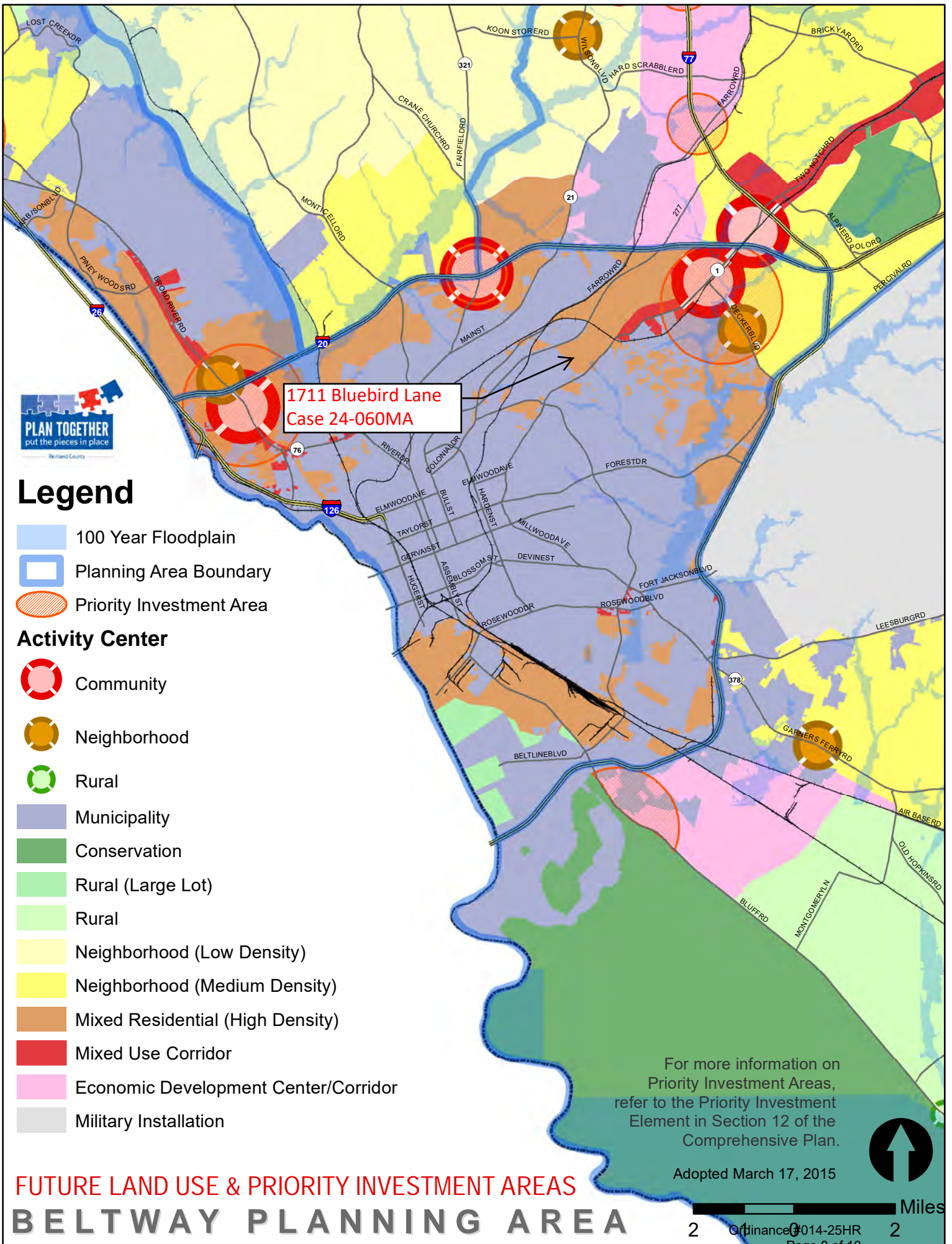
R6 to R2



ZONING CLASSIFICATIONS

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





Legend

- 100 Year Floodplain
- Planning Area Boundary
- Priority Investment Area
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation

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

Adopted March 17, 2015



FUTURE LAND USE & PRIORITY INVESTMENT AREAS

BELTWAY PLANNING AREA

Case #24-043 MA - Zoning Districts

Current Zoning District	
Residential Six (R6) District	
Use Classification, Category, Type	R6
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Four-family	P
Dwelling, Multi-family	P
Dwelling, Three-family	P
Dwelling, Townhouse	SR
Dwelling, Two-family	SR
Group home, Family	SR
Group Living	
Children's residential care home	SE
Continuing care community	SR
Dormitory	SR
Fraternity or sorority house	P
Group home, Large	SE
Rooming or boarding house	SE
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Nursing care facility	P
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Commercial Services	
Personal services	SR
Recreation/Entertainment	
Golf course	SE
Traveler Accommodations	
Bed and breakfast	SR

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Residential Two (2) District

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Residential Two (2) District	
Use Classification, Category, Type	R2
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Place of worship	SE
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Recreation/Entertainment	
Golf course	SE

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 015-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: February 3, 2025
RC PROJECT: 25-001MA
APPLICANT: Donald E. Lovett

LOCATION: North Brickyard Road

TAX MAP NUMBER: R17300-06-10 (Portion of) R20100-05-01, 02, 04, 05 & 08
ACREAGE: 11.72 acres
EXISTING ZONING: R2
PROPOSED ZONING: GC

ZPH SIGN POSTING: February 10, 2025

Staff Recommendation

Bcb!7 ca d`Ubh

Background

Zoning History

The original zoning as adopted September 7, 1977 was RS-1 District. With the adoption of the 2005 Land Development Code, the RS-1 District was designated Residential Single-family Low-Density District (RS-LD). With the adoption of the November 16, 2021 Lane Development Code and the accompanying zoning district map in 2023, the subject property was rezoned to Residential 2 District (R2).

Zoning History for the General Area

The Homestead subdivision parcels zoned Residential 3 District (R3), located northeast of the site with frontage along North Brickyard, was rezoned from Rural District (RU) under case number 96-048MA.

The Planned Development District (PDD) parcel northwest of the site with frontage on North Brickyard were rezoned under case number 03-034MA.

Zoning District Summary

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

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

Based upon a gross density calculation, the maximum number of units for this site is approximately: 188 multi-family dwelling units*.

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

Direction	Existing Zoning	Use
<u>North:</u>	RS-LD/RS-LD	Residence/Residence
<u>South:</u>	RS-LD	Undeveloped
<u>East:</u>	RS-LD/ RS-LD	Undeveloped/ Residence
<u>West:</u>	RS-LD	Undeveloped

Discussion

Parcel/Area Characteristics

The parcels have frontage along North Brickyard Road. and Hardscrabble Road. One parcel is undeveloped. The other parcel contains a single family structure. North Brickyard Road is a two lane collector road without sidewalks or street lamps. Hardscrabble Road is classified as a five lane undivided minor arterial without sidewalks or street lamps. The immediate area is primarily characterized by residential uses and zoning districts. North and east of the site are residentially zoned parcels with single family structures. South and west of the site are undeveloped residentially zoned parcels.

Public Services

The subject parcels are within the boundaries of Richland School District Two. Killian Elementary School is located .86 miles north of the subject parcels on Clemson Road. Records indicate that the parcels are within the City of Columbia’s water and sewer service area. There are no fire hydrants located along this section of North Brickyard Road. The Killian fire station (station number 27) is located on Farrow Road, approximately 1.04 miles northwest of the subject parcels.

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

Plans & Policies

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

Land Use and Design

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

Desired Development Pattern

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

Traffic Characteristics

The 2023 SCDOT traffic count (Station #460) located east of the subject parcel on N Brickyard Road identifies 7,500 Average Daily Trips (ADT's). N Brickyard is classified as a two lane undivided collector, maintained by SCDOT with a design capacity of 8,600 ADT's. N Brickyard Road is currently operating at Level of Service (LOS) "C".

The 2023 SCDOT traffic count (Station #438) located southwest of the subject parcel on Hardscrabble Road identifies 17,700 Average Daily Trips (ADT's). Hardscrabble Road is classified as a five lane undivided minor arterial, maintained by SCDOT with a design capacity of 24,800 ADT's. Hardscrabble Road is currently operating at Level of Service (LOS) "B".

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

There are no planned or programmed improvements for this section of N Brickyard Road, either through SCDOT or the County Penny Sales Tax program. The Hardscrabble Road widening project is due to be completed in the summer of 2025.

Conclusion

The request is not compliant with the recommendations of the Comprehensive Plan for the *Neighborhood (Medium-Density)* designation. According to the designation, non-residential development should be located along roads classified as main road corridors. Hardscrabble Road, however, is designated as an undivided minor arterial.

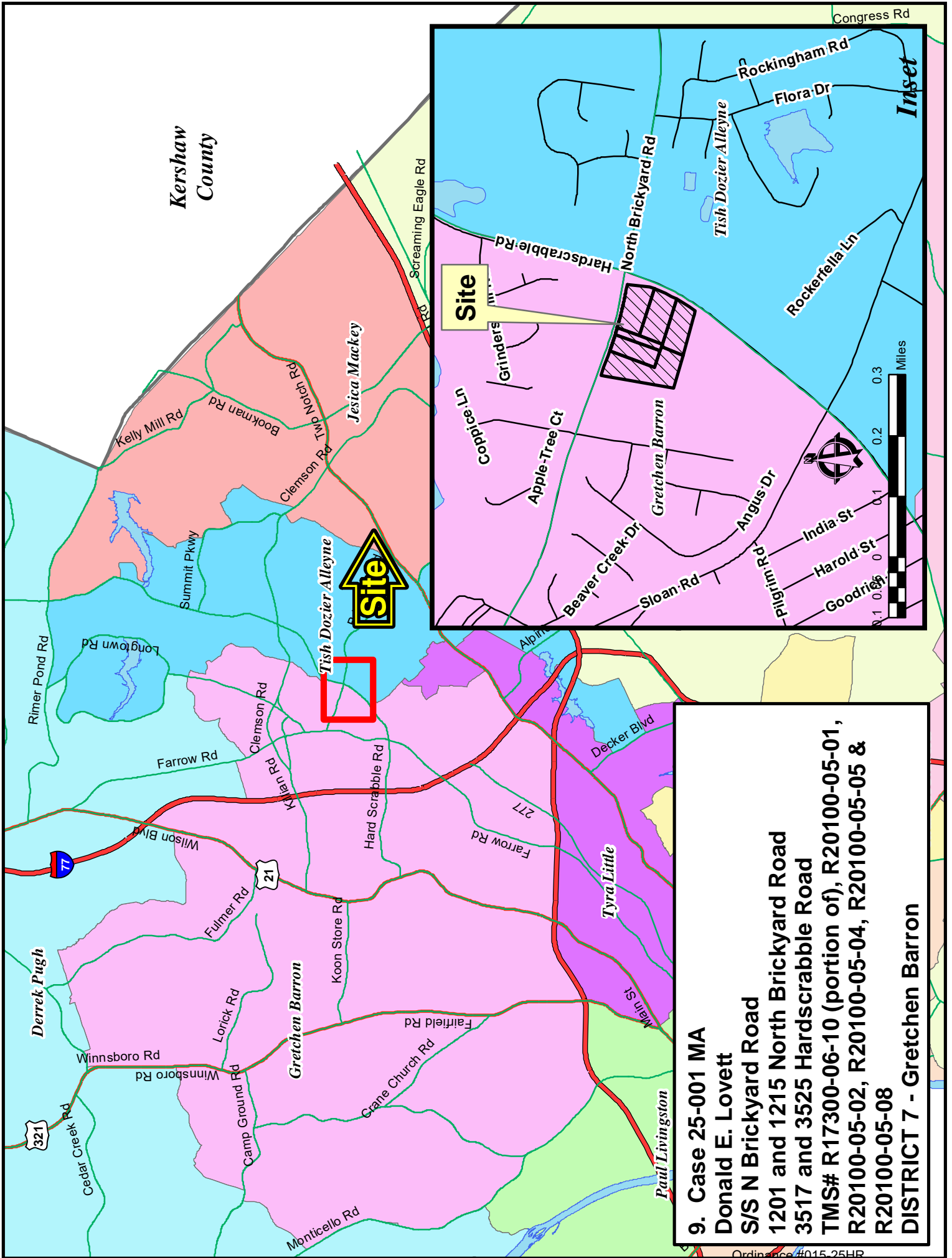
Additionally, the parcels do not meet the objective of being within a contextually appropriate distance from the intersection of a primary arterial. The requested zoning district is also inconsistent with the surrounding development pattern and existing zoning districts in the area.

Planning Commission Action

At their **February 3, 2025** meeting, the Richland County Planning Commission **disagreed** with the recommendation of the Comprehensive Plan for the following reason:

- While Hardscrabble Road does not meet the definition of SCDOT for a primary arterial, it represents a major road with substantial traffic, thus General Commercial would be an appropriate zoning in this area.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **25-001 MA**.



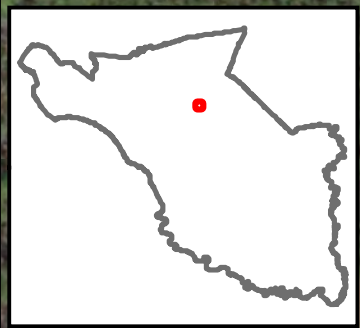
9. Case 25-001 MA
Donald E. Lovett
S/S N Brickyard Road
1201 and 1215 North Brickyard Road
3517 and 3525 Hardscrabble Road
TMS# R17300-06-10 (portion of), R20100-05-01,
R20100-05-02, R20100-05-04, R20100-05-05 &
R20100-05-08
DISTRICT 7 - Gretchen Barron

**CASE 25-001
R2 to GC**

**TMS R17300-06-10 (portion of), R20100-05-01, R20100-05-02,
R20100-05-04, R20100-05-05 & R20100-05-08**



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











Richland County & Woolpert

CASE 25-001 MA

R2 to GC



ZONING CLASSIFICATIONS

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



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS

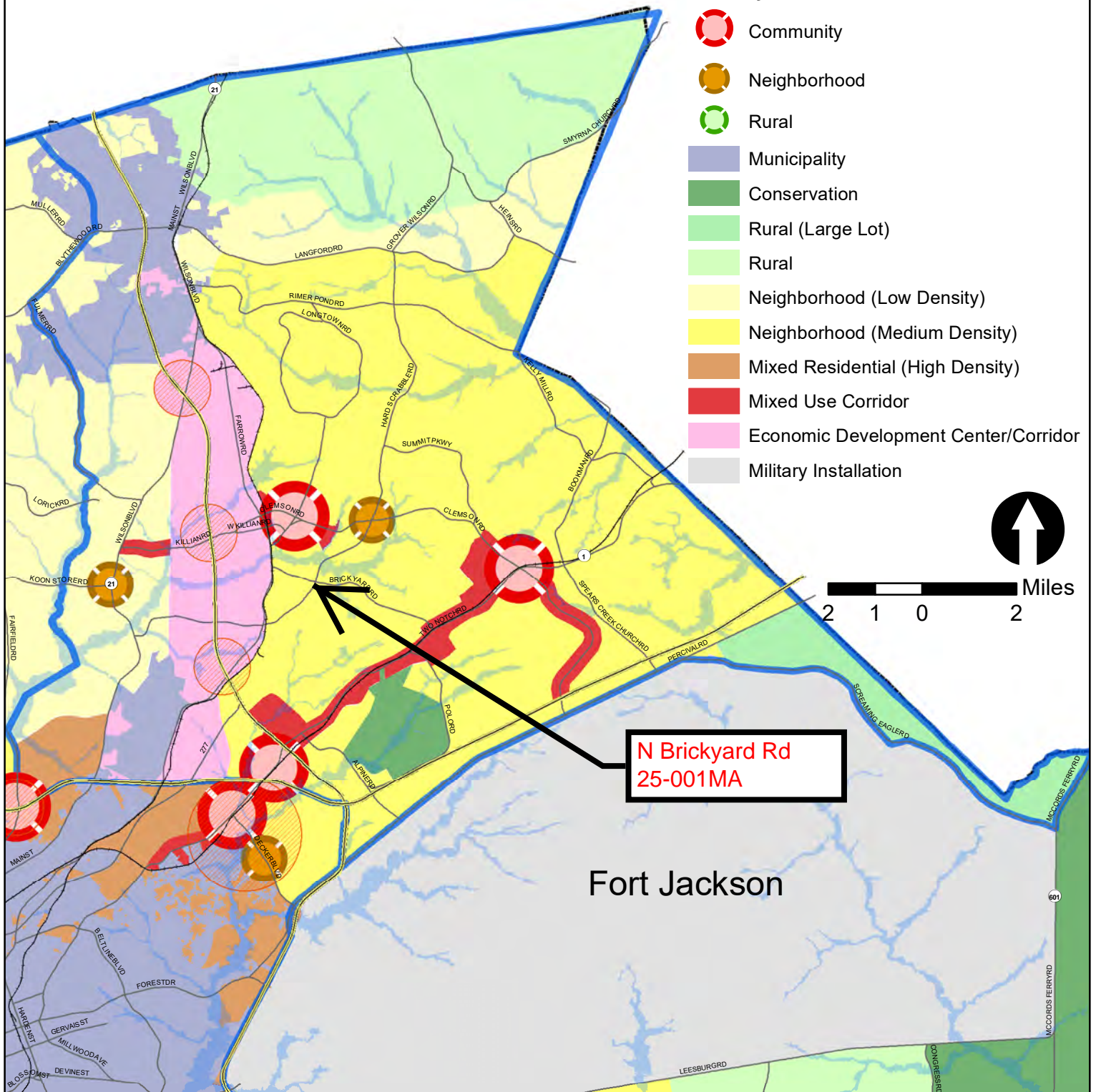


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



**N Brickyard Rd
25-001MA**

Fort Jackson

Residential Two (2) District

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Residential Two (2) District	
Use Classification, Category, Type	R2
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Single-family detached	P
Group home, Family	SR
Public, Civic and Institutional	
Community Service	
Community recreation center	SR
Library	SR
Place of worship	SE
Public recreation facility	SR
Public safety facility	P
Education	
Elementary, middle, or high school	SR
Parks and Open Space	
Park or greenway	SR
Transportation	
Transit stop	SR
Utilities and Communication	
Antenna	P
Utility, minor	SR
Commercial	
Recreation/Entertainment	
Golf course	SE

General Commercial (GC) District

Use Classification, Category, Type	GC
Agricultural	
Agriculture and Forestry	
Community garden	SE
Agriculture and Forestry Related	
Farm supply and machinery sales and service	P
Produce stand	P
Residential	
Household Living	
Dwelling, Live-Work	SR
Dwelling, Multi-family	P
Group home, Family	SR
Group Living	
Group home, Large	SE
Rooming or boarding house	P
Community Service	
Animal shelter	SR
Community food services	P
Community recreation center	P
Cultural facility	P
Day care facility	SR
Government office	P
Hospital	P
Library	P
Membership organization facility	P
Nursing care facility	P
Place of worship	P
Public recreation facility	SR
Public safety facility	P
Short-term or transitional housing	SE
Education	
College or university	P
Elementary, middle, or high school	P
School, business or trade	P
Funeral and Mortuary Services	
Cemetery	SR
Funeral home or mortuary	P
Parks and Open Space	
Arboretum or botanical garden	P
Park or greenway	SR
Zoo	SR
Transportation	
Transit stop	SR
Fleet terminal	P
Passenger terminal, surface transportation	P
Utilities and Communication	
Antenna	P
Broadcasting studio	P
Communication tower	SE
Utility, minor	SR

Commercial	
Kennel	SR
Pet grooming	P
Veterinary hospital or clinic	SR
Commercial Services	
Artist studio	P
Auction house	P
Bank, Retail	P
Catering	P
Commercial services	P
Consumer goods repair	SR
Contractor's office	P
Lawn, tree, or pest control services	P
Linen or uniform supply	P
Medical, dental, and health practitioner	P
Non-depository personal credit institution	SR
Office	SR
Personal services	P
Rental center	SR
Self-service storage facility	SR
Sightseeing tour services	P
Tattoo or body piercing facility	SR
Bar or other drinking place	SR
Restaurant	SR
Restaurant, Carry-out	P
Restaurant, Drive-through	P
Recreation/Entertainment	
Arena, stadium, or outdoor theater	SR
Commercial recreation, Indoor	P
Commercial recreation, Outdoor	SR
Fitness or training center/studio	P
Golf course	SR
Marina	P
Performing arts center	P
Sexually Oriented Business	SR
Shooting range, Indoor	P
Shooting range, Outdoor	
Smoking place	SR
Retail Sales	
Bakery	P
Building supply sales	P
Consumer goods store	SR
Consumer goods store, Large	P
Convenience store	P
Drugstore	P
Farmers' market	P
Flea market	P
Garden center or retail nursery	P
Grocery/Food store	P
Manufactured home sales	SR
Outdoor power equipment store	P
Pawnshop	P

Traveler Accommodations	
Bed and breakfast	P
Home-based lodging	P
Hotel or motel	P
Vehicle Sales and Services	
Car wash	P
Heavy vehicle wash	P
Parking, Commercial	P
Vehicle fueling station	P
Vehicle parts and accessories store	P
Vehicle repair, minor	P
Vehicle sales and rental	P
Vehicle towing	SR
Industrial	
Freight Movement, Warehousing, and Wholesale Distribution	
Warehouse/Distribution facility	SR
Production of Goods	
Artisan goods production	SR
Manufacturing, assembly, and fabrication, Light	P
Waste and Recycling Facilities	
Recycling collection station	P

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 016-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: February 3, 2025
RC PROJECT: 25-004 MA
APPLICANT: Carol Crooks

LOCATION: 624 Langford Road

TAX MAP NUMBER: R20600-01-04 (Portion of)
ACREAGE: 10.55 acres
EXISTING ZONING: AG
PROPOSED ZONING: HM

ZPH SIGN POSTING: February 10, 2025

Comprehensive Plan Compliance

Bcb!7 ca d`]Ubh

Background

Zoning History

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

Zoning District Summary

The Homestead District (HM) provides lands for low-intensity agricultural and agricultural-supporting uses, such as hobby farms, along with very low-intensity residential development that preserves the rural and natural character of the district. Residential development includes single-family detached and manufactured home dwellings on large single lots or family subdivisions with significant acreage.

Maximum density standard: no more than sixty-six hundredths (.66) dwelling units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 7 dwelling units.

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

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

Discussion

Parcel/Area Characteristics

The site has access and frontage along Langford Road. This section of Langford Road is a two-lane undivided collector without sidewalks and streetlights. The subject parcel is undeveloped. The general area is comprised of large, undeveloped parcels, residentially developed parcels, and single-family structures.

Public Services

The Blythewood fire station (station number 26) is located on Main Street, approximately 2.4 miles west of the subject parcel. The Langford Road Elementary School is located .75 miles south of the subject parcel on Langford Road. Records indicate that the parcel is near the City of Columbia's water service area. The parcel is within the South Carolina water Utilities service area.

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

Plans & Policies

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

Land Use and Design

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

Desired Development Pattern

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

Traffic Characteristics

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

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

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

Conclusion

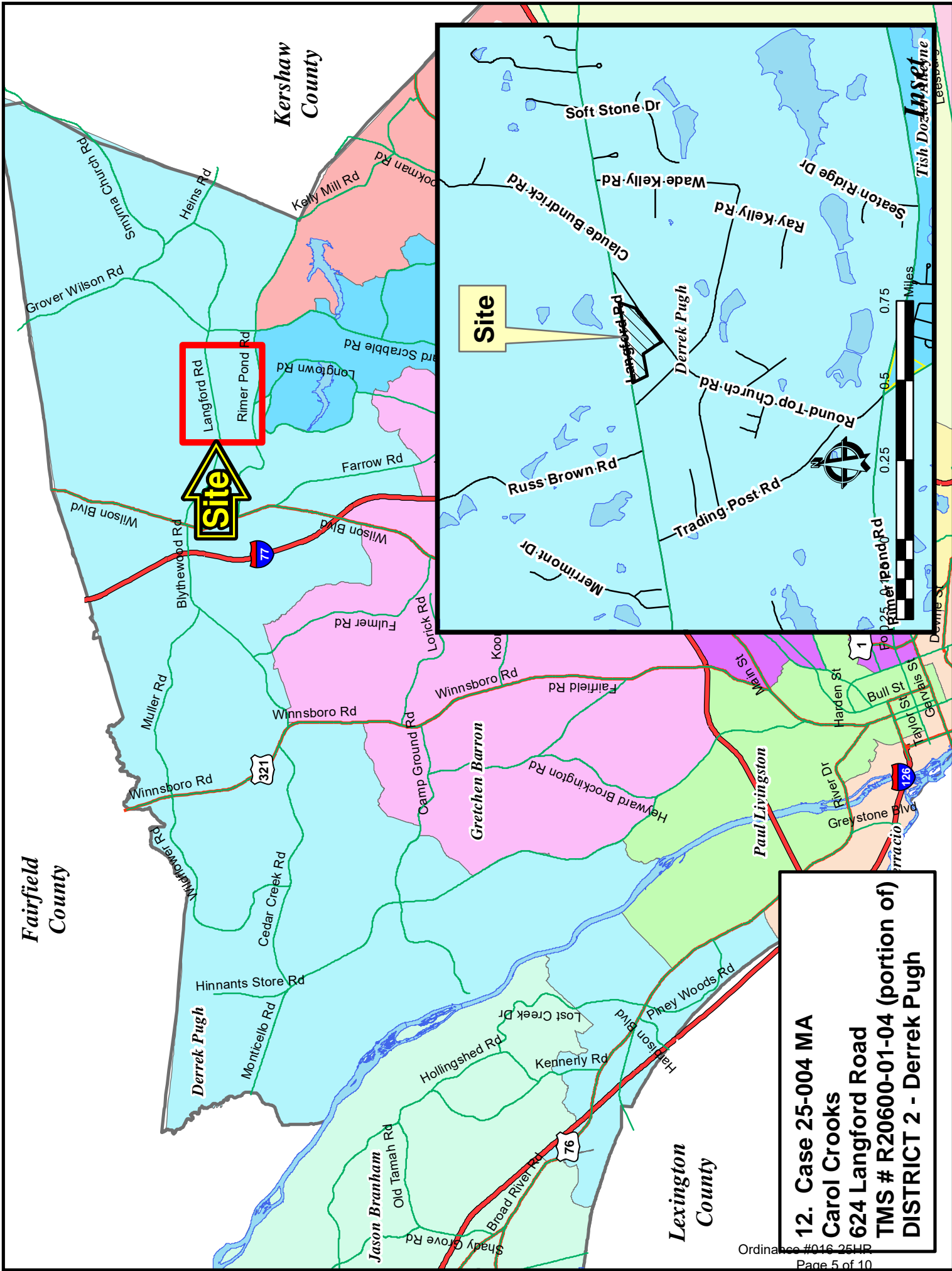
The proposed rezoning is **inconsistent** with the objectives for the Neighborhood (Low Density), which recommends Low Density housing developments within these areas. The proposed request does not meet the density recommendations of the Neighborhood (Low Density) designation.

Planning Commission Action

At their **February 3, 2025** meeting, the Richland County Planning Commission **disagreed** with the recommendation of the Comprehensive Plan for the following reason:

- The request is consistent with the zoning of the surrounding area.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **24-004 MA**.



**12. Case 25-004 MA
 Carol Crooks
 624 Langford Road
 TMS # R20600-01-04 (portion of)
 DISTRICT 2 - Derrek Pugh**

CASE 25-004
AG to HM
TMS R20600-01-04 (portion of)



SPECIAL FLOOD HAZARD AREA

WETLANDS

Site

Langford Rd

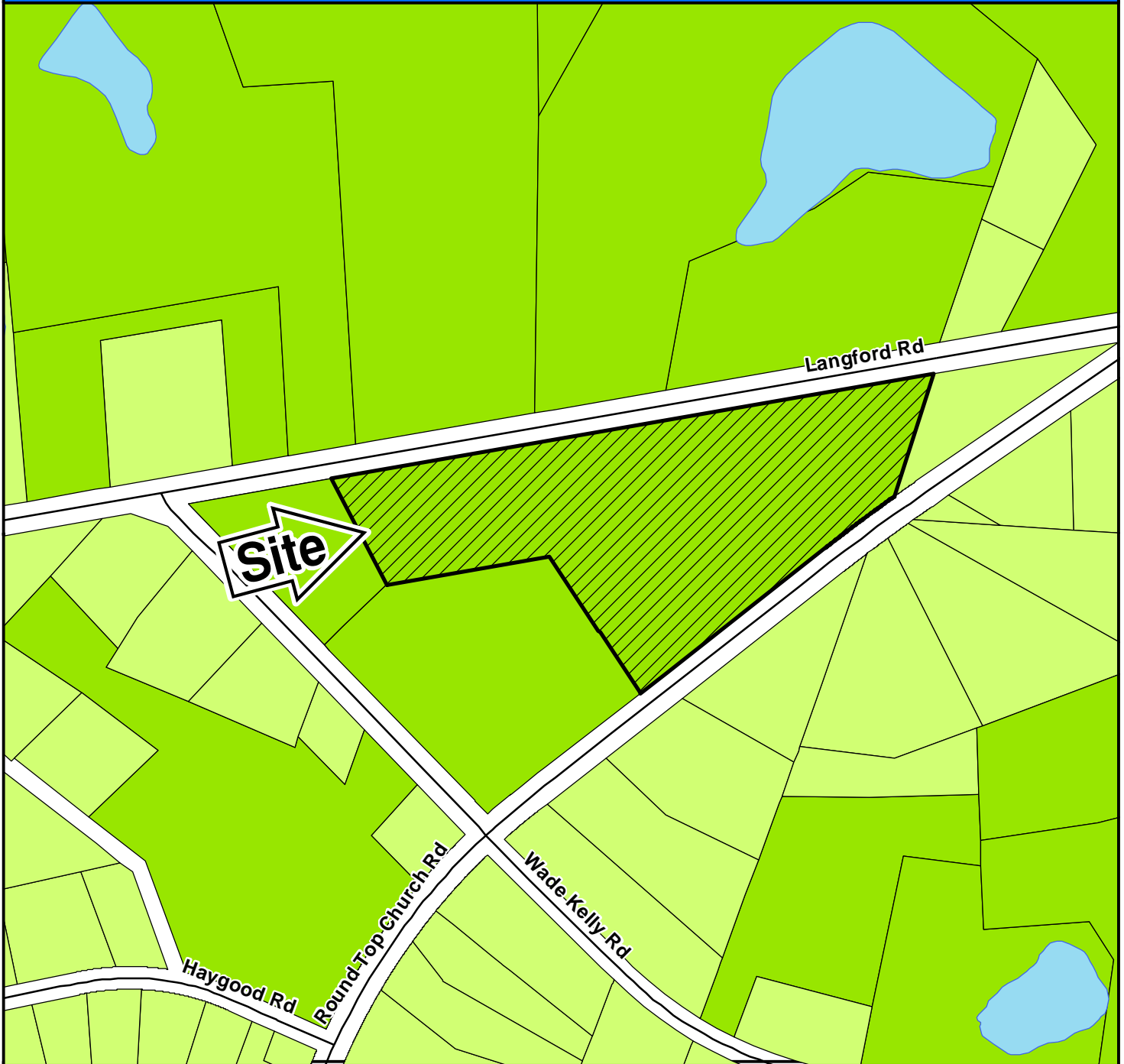
Round Top Church Rd

Wade Kelly Rd









0 210 420 840 1,260 1,680 Feet

CASE 25-004 MA

AG to HM



ZONING CLASSIFICATIONS

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



NORTHEAST PLANNING AREA

FUTURE LAND USE & PRIORITY INVESTMENT AREAS



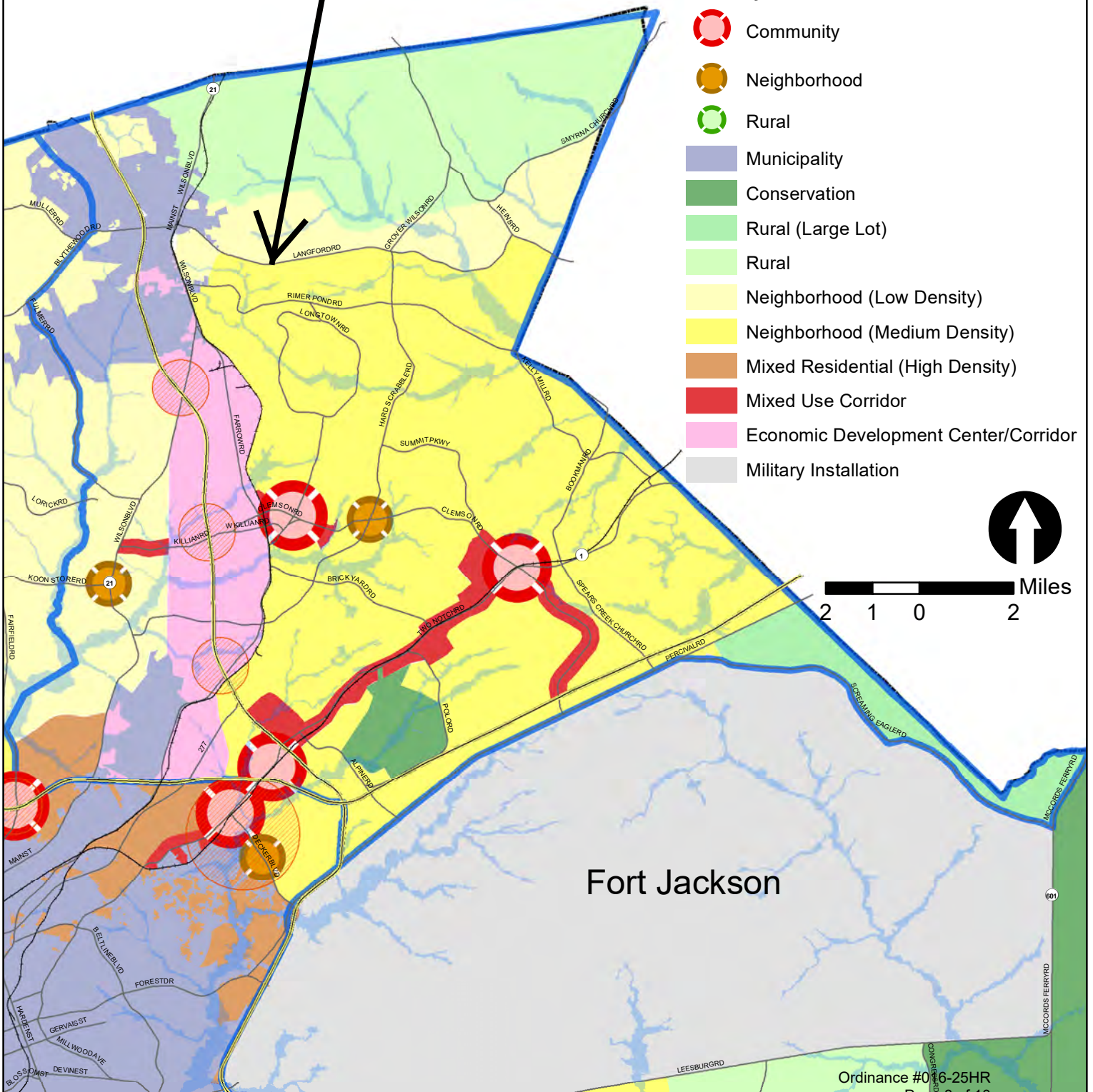
For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

Langford Road 25-004MA

Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
- Community
- Neighborhood
- Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



Fort Jackson

Case #24-044 MA - Zoning Districts

Current Zoning District

Agricultural (AG) District

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

Commercial	
Kennel	SR
Recreation/Entertainment	
Hunt club	P
Shooting range, Outdoor	SE
Retail Sales	
Farmers' market	SR
Traveler Accommodations	
Bed and breakfast	SR
Campground	SE
Home-based lodging	SR
Industrial	
Extraction	
Borrow pit	SE
Timber and timber products wholesale sales	SR
Production of Goods	
Manufacturing, assembly, and fabrication, Light	SR
Manufacturing, assembly, and fabrication, General	SR
Manufacturing, assembly, and fabrication, Intensive	SR

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

Case #24-044 MA - Zoning Districts

Current Zoning District

Homestead (HM) District

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

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

a. Permitted Uses

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

b. Special Requirements Uses

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

c. Special Exception Uses

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 017-25HR

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

Jesica Mackey, Chair
Richland County Council

(SEAL)
ATTEST:

Anette Kirylo, Clerk
Richland 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.

W I T N E S S E T H :

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, 17th 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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 018-25HR

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

(SEAL)
ATTEST:

Jesica Mackey, Chair
Richland County Council

Anette Kirylo, Clerk of Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

EXHIBIT A
FORM OF AGREEMENT

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

such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

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

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

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

with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Emily Luther 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.253.6841 Fax: 803.255.8017
-------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

if to the Company:	Killian Woods Development, LLC Attn: Matt Ivey Address: 672 Industrial Park Drive, Suite 200 Phone: 706.868.9363
--------------------	---------------------------------------------------------------------------------------------------------------------------

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

Jesica Mackey, Chair
Richland County Council

(SEAL)
ATTEST:

Anette Kirylo, Clerk to Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, 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 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.3)

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:

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

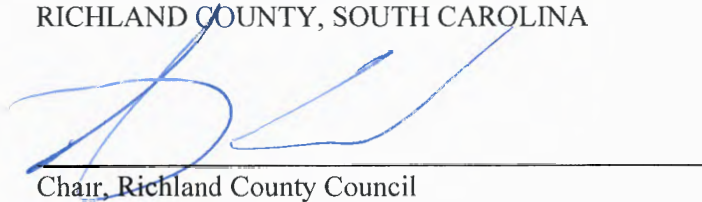
Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

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 7th day of November 2023.

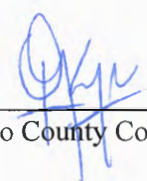
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

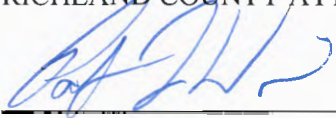
(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 019-25HR

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 March 18, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this 18th day of

March, 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)

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

COUNTY OF RICHLAND)

RICHLAND COUNTY

to

CITY OF COLUMBIA

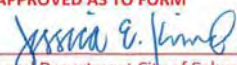
FOR VALUE RECEIVED, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

(1st Witness Signature)

By: _____

(Signature)

(2nd 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: _____

C-3.1

DRAINAGE AND UTILITY PLAN

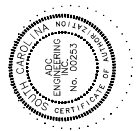
PROJECT: 2702-20819
DATE: 2/8/2024

No.	Description	Date
1	Issued for Construction	02/25/2024
2	Revised	02/25/2024
3	AS-BUILT Utilities	2/8/2024

REVISIONS:

MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS
COPYRIGHT 2023 ALL RIGHTS RESERVED
NO PART OF THIS DOCUMENTATION MAY BE REPRODUCED
IN ANY FORM WITHOUT WRITTEN PERMISSION
FROM LSP ASSOCIATES LTD.

2/8/2024

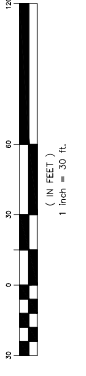


701-A LADY STREET
COLUMBIA, SOUTH CAROLINA 29201
TEL: 803.762.8118 FAX: 803.762.8119
WWW.LSP.COM

LSP

KAHN
M. E. Kahn
Construction Co., Inc.

RICHLAND CO. PUBLIC SAFETY COMPLEX CD PROGRESS SET



PIPING NOTES - WATER AND SEWER

- ALL SANITARY SEWER LINES ARE PVC-SIMMS 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 MISCELLANEOUS RESTRICTION JOINTS OR APPROVED EQUIV.
- ALL WATER MAINS SHALL BE EITHER PVC (SCH 40) OR DIP (AWWA C15) UNLESS OTHERWISE INDICATED.
- FDC LINES SHALL BE DIP.

LATERAL SEPARATION NOTES

- LATERAL SEPARATION OF SEWERS AND WATER MAINS. WATER MAINS SHALL BE LAD AT LEAST 10 FEET LATERALLY FROM FOOTING OR PROPOSED SEWER, UNLESS OTHERWISE INDICATED.
- IF THE WATER MAIN IS LAD IN A SEPARATE TRENCH, WITH THE TRENCH AS SHOWN ON THE PLAN, THE WATER MAIN SHALL BE INSTALLED AT LEAST 10 FEET FROM THE TOP OF THE SINK OF THE WATER MAIN ISLAND IN THE SAME TRENCH AS THE SEWER WITH THE WATER MAIN LOCATED AT ONE SIDE ON A BENCH OR UNDEVELOPED SEWER WITH THE WATER MAIN AT THE BOTTOM OF THE BENCH MAIN AT LEAST 10 INCHES ABOVE THE TOP OF THE SEWER.
- CONTRACTOR TO PROVIDE RECORD DRAWINGS AFTER UTILITY CONSTRUCTION ETC. UTILITIES TO BE SURVEYED BY A REGISTERED LAND SURVEYOR AND A FINAL INSPECTING WITH SCHEM. RELEVANT UTILITY DRAWINGS WILL BE PROVIDED TO THE CITY OF COLUMBIA.
- ON ALL FIRE LINE CONSTRUCTION, CONTRACTOR TO COMPLETE NFA 24 CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING TO EMPLOYER AFTER TESTING AND INSTALLATION.

UTILITY NOTES

- ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND CONTRACTOR SHALL VERIFY BY VARIOUS UTILTY LOCATIONS PRIOR TO CONSTRUCTION. 72 HOURS BEFORE COMMENCING CONSTRUCTION CONTACT THE CITY OF COLUMBIA FOR UTILITY INFORMATION.
- ALL WATER MAINS SHALL BE THE RESPONSIBILITY OF THE OWNER. EXISTING WATERLINES WITH THE CITY WATER DEPARTMENT, ALL APPROPRIATE PERMITS AND OPERATIONAL PERMITS RECEIVED FROM CITY WATER DEPARTMENT.
- CONTRACTOR TO PROVIDE THRESHOLDING OR MECHANICAL RESTRAINT ON WHETHER SHOWN OR OMITTED. SPAN SHALL BE 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, CONTRACTOR SHALL APPROVE THE MANUFACTURER FOR DIRECT BURIAL. CONTRACTOR SHALL PROVIDE PROTECTION FOR THE WATER MAIN.
- ALL WATER MAINS SHALL BE INSTALLED IN THE TRENCH A MINIMUM 6" ABOVE THE TOP OF METER AND TRAPPING PIPE AND PREVENT INTERFERENCE OF OPERATING THE METER AND TRAPPING PIPE AND/OR OTHER CONTROL DEVICES AS MAY BE REQUIRED TO CONTROL SOIL EROSION DURING AND AFTER CONSTRUCTION. BRASSING IMMEDIATELY AFTER THE UTILITY CONSTRUCTION.
- ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM OF 36 INCHES BELOW THE ELEVATION OF THE EDGE OF THE MAINS. A MINIMUM OF 36 INCHES OF COVER MUST BE PROVIDED OVER THE MAINS.
- APPROVED BY OWNER. CONTRACTOR TO PROVIDE COVER OF 36 INCHES AS TEST RESULTS OF BRASSING PREVENTION DEVICES. TEST SHALL BE ACCORDANCE WITH SCHEMATIC STANDARD FORMAT.
- NFA 24, LATEST EDITION. CONSTRUCTION TO BE IN ACCORDANCE WITH PRESSURE RATINGS OF 350 PSI.
- CONTRACTOR SHALL VERIFY PERMITS AND STANDARDS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL ENSURE THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD.

UTILITY CLOSE-OUT INFORMATION (WATER AND SEWER)

- SCHEMATIC DRAWINGS, TESTS AND ANALYSIS OF INSTALLED WATER AND SANITARY SEWER SYSTEMS ARE REQUIRED AT PROJECT CLOSE-OUT. MORE INFORMATION OF COLUMBIA REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO:
 - INSPECTIONS AND TESTING IN ACCORDANCE WITH PROJECT AND CITY OF COLUMBIA REQUIREMENTS.
 - PREPARATION, REVIEW AND CORRECTION OF AS-BUILT RECORD DRAWINGS AND VALUE 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 PROVIDED TO THE CITY OF COLUMBIA. MORE INFORMATION IS AVAILABLE AT THE CITY OF COLUMBIA WEBSITE.
 - 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 OPERATION WITHOUT THE APPROVAL TO PLACE THE SYSTEM INTO OPERATION FROM THE ENGINEER.
 - SURVEYOR SHALL LOCATE ALL WATERLINE BENDS AND TEES PRIOR TO BACKFILLING.
- CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR OWNER, ENGINEER, AND CITY OF COLUMBIA. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD.
- MINIMUM TIME FROM COMPLETION OF SUCCESSFUL INSPECTION AND TESTING AND THE RECEIPT OF THE CITY OF COLUMBIA APPROVAL TO PLACE THE SYSTEM INTO OPERATION SHALL BE ASSIGNED TO BE 48 DAYS.

Attachment B
ADCS ENGINEERING
7825 BROADVIEW ROAD
RIMC, SC 29394
803-781-9141
ADCSENGINEERING.COM
ADCS PROJ# 22148

- ### KEY NOTES
- PIT FOR DOMESTIC METER (6") PIT PROVIDED AND INSTALLED BY CONTRACTOR. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD.
 - CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD.
 - CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD.
 - CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD.
 - CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD.
 - CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD.
 - CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES ARE AT THE SAME ELEVATION EXCEPT IN ROAD.

LEGEND

NEW	EXISTING	DESCRIPTION
—	—	FENCE
—	—	FIRE HYDRANT
—	—	STORM DRAIN
—	—	LIGHT POLE
—	—	WATER VALVE
—	—	WATERLINE
—	—	HYDRANT
—	—	KEY NOTE REFERENCE

GENERAL NOTES

- SEE DRAWING C11 FOR ADDITIONAL GENERAL NOTES.
- CONFORM WITH ALL CONSTRUCTION SAFETY REQUIREMENTS OF COLUMBIA, SOUTH CAROLINA, CHAPTER 55, LOCAL A-11, AND SC 2027 FOR THE ENTIRE DURATION OF THE PROJECT.

