



Richland County Council
Regular Session
MINUTES
July 16, 2024 – 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, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Overture Walker, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Stacey Hamm, Susan O’Cain, Dale Welch, Andrew Haworth, Patrick Wright, Judy Carter, Jackie Hancock, Jennifer Wladischkin, Lori Thomas, Thomas Gilbert, Ashiya Myers, Jeff Ruble, Aric Jensen, Angela Weathersby, Bill Davis, Crayman Harvey, Shirani Fuller, Kyle Holsclaw, Michael Maloney, John Thompson, John McKenzie, Tamar Black and Brittney Hoyle-Terry.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
Ms. Mackey noted that Ms. McBride had notified her that she would not be attending tonight’s meeting.
2. **INVOCATION** – The Invocation was led by Pastor Dylan Gunnels, Emmaus Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Allison Terracio.
4. **APPROVAL OF MINUTES**
 - a. Regular Session: July 2, 2024
 - b. Special Called Meeting: July 9, 2024

Ms. Newton moved to approve the minutes for July 2, 2024, and July 9, 2024, as distributed, seconded by Ms. Terracio.

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

Not Present: McBride

The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Ms. Barron moved to adopt the agenda as published, seconded by Ms. Terracio.
In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: McBride
The vote in favor was unanimous.
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the following item was eligible for Executive Session:
 - a. Legal Advice: Regarding S.C. Code of Laws, Sec. 30-4-70
 - b. Legal Update – Zillow, Inc. v. Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - c. Property Inquiry – 1221 Gregg Street, Columbia, SC 29201, TMS # R11406-16-16, TMS # 11406-16-17 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - d. Property Inquiry – 2009 Hampton Street, Columbia, SC 29204, TMS # R11407-10-18 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

- e. Personnel Matter – Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

7. **CITIZENS' INPUT**

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

8. **CITIZENS' INPUT**

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

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration:

1. *General Updates* – Mr. Leonardo Brown, County Administrator, notified Council he would be participating in a professional development program, Leadership South Carolina.

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

1. *County Treasurer – Award Palmetto Posting Inc. for Richland County's Delinquent Tax Notices* – Mr. Brown stated, "This posting contract is necessary to post properties as required by the SC Code of Laws 12-51. If this contract is not approved, the County will not have the capacity to perform these posting duties before a property could be sold at tax sale." The Treasurer has recommended awarding Palmetto Posting, Inc. the contract to post delinquent tax notices as state law requires.

Ms. Newton moved to award Palmetto Posting, Inc. the contract to post delinquent tax notices as required by state law, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

2. *Agenda Briefing Addendum: Grants & Community Development – 2024 Annual Action Plan* – Mr. Brown noted that as a part of this process, Grants & Community Development has to perform a public comment period. The public comment period was performed, and some information emerged from it.

The recommendation is to approve the addition of the following amendments:

- Maximize the Public Services cap of 15% of the CDBG Award by reallocating \$2,977 from Rental Housing Acquisition to Public Services.
- Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).

Ms. Newton moved to approve the two changes to the draft 2024 Annual Action Plan following the 30-Day Public Comment Period ending July 15, 2024. Ms. Terracio seconded the motion. The changes are as follows:

1. Maximize the Public Service cap of 15% of the CDBG Award by reallocating \$2,088 from Rental Housing Acquisition to Public Services;
2. Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).

Mr. Weaver inquired how this change impacts the budget.

Mr. Brown responded that it would not impact the budget. It is within the structure of the HUD funds we are awarded.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 9(b)(1) and 9(b)(2), seconded by Ms. Newton.

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

Not Present: McBride

The motion for reconsideration failed.

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

11. **REPORT OF THE CHAIR:** Ms. Mackey thanked Mr. Brown and the staff members who assisted with the RAM Foundation's Summer Enrichment Program. The RAM Foundation received Community Grant funding and provided a free summer camp for kids in North Columbia.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and US Brick, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-009MA, Aaron Breeden, HM to GC (9.18 Acres), E/S Hard Scrabble Road, TMS # R20300-03-02 [THIRD READING] {Ordinance 021-24HR}
- b. Case #24-011MA, Denise Lawson, RT to GC (0.69 Acres), 1710 Dutch Fork Road, TMS # R02408-02-03 [THIRD READING] {Ordinance 022-24HR}
- c. Case #24-015MA, Megan Newbold, GC to MU3 (1.53 Acres), 3003 Two Notch Road, TMS # R11613-02-02 [THIRD READING] {Ordinance 023-24HR}
- d. Case #24-016MA, Phillip Bradley, R3 to R5 (21.24 Acres), S/E Rabon Road, TMS #R17112-01-01 (portion of) [THIRD READING] {Ordinance 024-24HR}

Ms. English moved to approve Items 13(a) – 13(d), seconded by Mr. Pugh.

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

Not Present: McBride

The vote in favor was unanimous.

- e. An Ordinance Authorizing an easement to the City of Columbia for a sanitary sewer main located at 1871 Omarest Drive, Richland County TMS # R07415-01-01(p) [SECOND READING]

Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

- f. An Ordinance Authorizing an easement to the City of Columbia for a storm drainage line located at 1403 Jim Hamilton Boulevard; Richland County TMS #13702-01-30(p) [SECOND READING]

Ms. Newton moved to approve Items 13(f) and 13(g), seconded by Ms. English.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 13(a) – 13(d), seconded by Ms. English.

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

Not Present: McBride

The motion for reconsideration failed.

14. **THIRD READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl {Ordinance 025-24HR} – Mr. Branham moved to approve this item, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and US Brick, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters {Ordinance 026-24HR} – Mr. Livingston moved to approve this item, seconded by Mr. Weaver.

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

Not Present: McBride

The vote in favor was unanimous.

- c. Authorizing the imposition of a one percent (1%) Transportation Sales and Use Tax within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; determining (I) categories of projects to be funded with the tax, (II) the maximum time of imposition of the tax, and (III) the estimated capital costs of the projects; directing the Board of Voter Registration and Elections of Richland County to conduct a countywide referendum on the imposition of the tax and the issuance of General Obligation Bonds; prescribing the contents of the ballot questions; and other related matters {Ordinance 027-24HR} – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

Ms. Newton inquired if this was the appropriate place to address a modification to the principles.

Ms. Mackey indicated modifications to the principles should be taken up under Item 19(a).

Mr. Branham noted he wanted to ensure his constituents understand that his vote in the affirmative is so this matter can go before the voters and does not necessarily indicate he agrees with all of the ordinance's content. In addition, he pointed out this is not a doubling of the transportation tax. The collection would not begin under the current penny tax completed its collection.

Ms. Mackey acknowledged that some of the comments received at the public hearing had been incorporated in the language of the ordinance for Third Reading.

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

Not Present: McBride

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE: Ms. Mackey thanked the Council and staff for their work regarding the County's transportation needs. In addition, she thanked the Transportation Advisory Committee for their feedback as Council worked through the ordinance.

Mr. Livingston moved to reconsider Items 14(a), (b), and (c), seconded by Ms. English.

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

Not Present: McBride

The motion for reconsideration failed.

15. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. Approving a sponsor affiliate to join in one or more fee agreements among McEntire Produce, Inc., R. C. McEntire Trucking, Inc., McEntire Limited Partnership, and Richland County, South Carolina; and other matters related thereto {Resolution 2024-0716-001} – Mr. Livingston stated the committee recommended approval of this item.

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

Not Present: McBride

The vote in favor was unanimous.

- b. Approving the assignment to the Waters of Crosspointe, LLC of all the rights, interests, and obligations of Crosspointe at Killian, LLC under that certain public infrastructure credit agreement by and between Crosspointe at Killian, LLC and Richland County, South Carolina ("Credit Agreement"); authorizing the County's execution and delivery of an assignment and assumption of public infrastructure credit agreement in connection with such assignment; and authorizing other matters related thereto {Resolution 2024-0716-002} – Mr. Livingston stated the committee recommended approval of this item.

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

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

Not Present: McBride

The vote in favor was unanimous.

- c. 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 a company identified for the time being as Project Flare; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

Ms. Terracio expressed her appreciation for the amount of affordable housing included in this project.

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

Opposed: Branham

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

Not Present: McBride

The vote was in favor.

16. **REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE**

- a. Website Contract Award Recommendation – Ms. Mackey stated the committee recommended awarding the contract to the top-rated vendor.

Ms. Barron thanked the committee for their hard work on this initiative.

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

Not Present: McBride

The vote in favor was unanimous.

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

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

Not Present: McBride

The motion for reconsideration failed.

17. **REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

- a. Alvin S. Glenn Detention Center – Status Update – Mr. Pugh noted the County Administrator gave an overall update on the state of the Detention Center regarding the following items:

1. Recruitment and Retention Updates – *There are new advertisements for recruitment and retention.*
2. Infrastructure Update – *Two dormitories are awaiting replacement of their locks, which equates to 112 locks.*
3. Security Updates
4. Other Updates

- b. New Detention Facility – Mr. Pugh indicated a conversation took place about potentially replacing the current detention center.

1. Security Needs
2. Capacity Needs
3. Resource and Infrastructure Needs
4. General Space Needs
5. Stake Holder Committee

- c. Personnel Matter – Matters related to Personnel are addressed in Executive Session pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

18. **REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE**

- a. Office of Small Business Update – Mr. Pugh noted the Office of Small Business Opportunity has held a few workshops. The office is collaborating with the City of Columbia for an event on September 18th.

- b. Current Funding Opportunities for Small Businesses – Mr. Pugh noted there are no current funding opportunities. The committee recommended directing Mr. Brown to work with staff to bring back information regarding the establishment of a revolving loan fund.

Mr. Branham inquired about the terms of the program and if the intent was to have the loan repaid.

Mr. Pugh responded the motion was to direct Mr. Brown to work with staff to explore options for the County to establish a revolving loan.

Mr. Wright stated it was his understanding the committee wanted Mr. Brown to bring the options back to the committee for discussion prior to it coming to Council for action.

Mr. Branham stated for clarification, the motion is to authorize the options to be taken back to the committee.

Mr. Wright and Ms. Mackey responded in the affirmative.

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

Not Present: McBride

The vote in favor was unanimous.

19. **OTHER ITEMS**

- a. Adopting the 2024 Penny Projects, Principles, and Categories {Resolution 2024-0716-003} – Ms. Mackey stated this is a companion document to Item 14(c) – Transportation Penny Sales Tax Ordinance. During the process Council discussed establishing a list of penny projects, principles, and categories that would guide us regarding the new penny. The document has gone through TPAC and includes feedback from the committee and Council.

Ms. Newton moved to modify the following language in Item (F): “The TPAC, in cooperation with the County Council and TAHC, shall conduct an Annual State of the Penny to “keep citizens informed regarding progress in addressing the Transportation Needs.” to “The County, in cooperation with the Transportation Ad Hoc Committee and TPAC, shall conduct an Annual State of the Penny.” Ms. Barron seconded the motion.

Mr. Walker inquired if Ms. Newton had thought about what the “State of the Penny” should look like.

Ms. Newton stated it was her understanding this year’s “State of the Penny” was the first one to be held. She did not intend to script out what it would be, but she believes the County should play a stronger role in shaping it.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to approve the modified document, seconded by Mr. Pugh.

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

Not Present: McBride

The vote in favor was unanimous.

Mr. Pugh moved to reconsider this item, seconded by Ms. Terracio.

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

Not Present: McBride

The motion for reconsideration failed.

- b. FY25 – District 5 Hospitality Tax Allocations (Columbia Music Fest Association - \$5,000; Nickelodeon Theatre - \$5,000)
c. FY25 – District 7 Hospitality Tax Allocations (America’s Big Sisters - \$10,000)

Mr. Pugh moved to approve Items 19(b) and (c), seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 19(b) and (c), seconded by Ms. Terracio.

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

Not Present: McBride

The motion for reconsideration failed.

20. **EXECUTIVE SESSION**

Ms. Barron moved to go into Executive Session to discuss Items 6(a) through 6(e) and 17(c), seconded by Ms. Terracio.

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

Not Present: McBride

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:43 PM
and came out at approximately 7:42 PM***

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

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

Not Present: McBride

The vote in favor was unanimous.

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

- a. Legal Advice: Regarding S.C. Code of Laws, Sec. 30-4-70 – No action was taken.
- b. Legal Update – Zillow, Inc. v. Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- c. Property Inquiry – 1221 Gregg Street, Columbia, SC 29201, TMS # R11406-16-16, TMS # 11406-16-17 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Barron moved to direct the Administrator to reject the proposal submitted and discuss options, as discussed in Executive Session, seconded by Mr. Pugh.

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

Not Present: McBride

The vote in favor was unanimous.
- d. Property Inquiry – 2009 Hampton Street, Columbia, SC 29204, TMS # R11407-10-18 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Barron moved to direct the Administrator to hold additional conversations, and explore options, as discussed in Executive Session, seconded by Ms. Terracio.

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

Not Present: McBride

The vote in favor was unanimous.
- e. Personnel Matter – Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – Mr. Weaver moved to uphold the Employee Grievance committee's recommendation, seconded Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.
- f. Personnel Matter (Report of the OSBO Ad Hoc Committee) – No action was taken.

21. **MOTION PERIOD** – There were no motions submitted.

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

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

Not Present: McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:47 PM.



Richland County Council

STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda item number and description):

15b - EDC Report Waters at Crosspointe, LLC
15c - EDC Report Project Flare

REASONS FOR DISQUALIFICATION:

My parent company represents the
applicant

Jessica Mackey / Jessica Mackey
Signature

[Signature]
Signature

7-16-24
Date

7-16-24
Date received by Clerk Dept.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 021-24HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R20300-03-02 FROM HOMESTEAD DISTRICT (HM) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R20300-03-02 from Homestead District (HM) 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 July 16, 2024.

RICHLAND COUNTY COUNCIL

By: Jessica Mackey
Jessica Mackey, Chair

Attest this 17th day of

July, 2024

[Signature]
Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 25, 2024
First Reading: June 25, 2024
Second Reading: July 2, 2024
Third Reading: July 16, 2024



**Richland County
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: May 6, 2024
 RC PROJECT: 24-009 MA
 APPLICANT: Aaron Breedon

LOCATION: Hardscrabble Road

TAX MAP NUMBER: R20300-03-02
 ACREAGE: 9.18 acres
 EXISTING ZONING: HM
 PROPOSED ZONING: GC

ZPH SIGN POSTING: June 7, 2024

Staff Recommendation

Disapproval

Background

Zoning History

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

The parcel was remapped to the Homestead District (HM) under the new land development code.

Zoning History for the General Area

The Planned Development District (PDD) parcel east and south of the site was rezoned under case number 88-040MA (Ordinance number 1792-88HR).

The PDD further west of the site was rezoned from D-1 under case number 03-053MA.

The PDD west of the site at Lee Road was rezoned from RU under case number 01-024MA.

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.

Maximum density standard: no more than sixteen (16) units per acre.

Based upon a gross density calculation, the maximum number of units for this site is approximately: 143 dwelling units.

Direction	Existing Zoning	Use
<u>North:</u>	HM/ RT	Place of Worship/ Residential
<u>South:</u>	PDD/ PDD	Residential Subdivision (South Wood)
<u>East:</u>	PDD	Residential Subdivision (Whitney Falls)
<u>West:</u>	PDD/ INS	Commercial Mixed Use/ Place of Worship

Discussion

Parcel/Area Characteristics

The subject site is undeveloped. The site has frontage along Hardscrabble Road. This section of Hardscrabble Road is a minor arterial widened to five-lanes. The general area consists of commercial uses, institutional uses and single-family residences. North of the subject site is zoned HM/ RT. East and south of the subject site is zoned Planned Development District (PDD). West of the subject site is zoned PDD and Institutional District (INS) with commercial uses and a place of worship.

Public Services

The subject parcel is within the boundaries of Richland School District Two. Rice Creek Elementary School is located approximately 0.2 miles northwest the subject site on Hardscrabble Road. Water service would be provided by City of Columbia or another utility. Sewer would be through City of Columbia or another utility. There is a fire hydrant north and south of the site on Hardscrabble Road. The Elders Pond fire station (station number 34) is located on Elders Pond Drive, approximately .42 miles south of the subject site.

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 Character

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 #437) located south of the subject parcel on Hardscrabble Road identifies 21,800 Average Daily Trips (ADTs). Hardscrabble Road is classified as a three-lane undivided minor arterial road, maintained by SCDOT with a design capacity of 12,400 ADTs. This portion of Hardscrabble Road is currently operating at Level of Service (LOS) "F".

SCDOT currently has a widening project for Hardscrabble Road that is currently in progress.

Conclusion

Principally, staff recommends **Disapproval** of this map amendment as it would not be consistent with the objectives outlined in the Comprehensive Plan.

The subject site does meet the recommendations of the Comprehensive Plan for non-residential development to be located along main road corridors and within a contextually appropriate distance from a primary arterial.

However, the requested map amendment would be compatible with the commercial development pattern of the adjacent parcels along Hard Scrabble Road. In addition, the current district (HM) is inconsistent with the recommendations of the Comprehensive Plan designation for this area.

As such, staff principally recommends **Disapproval**.

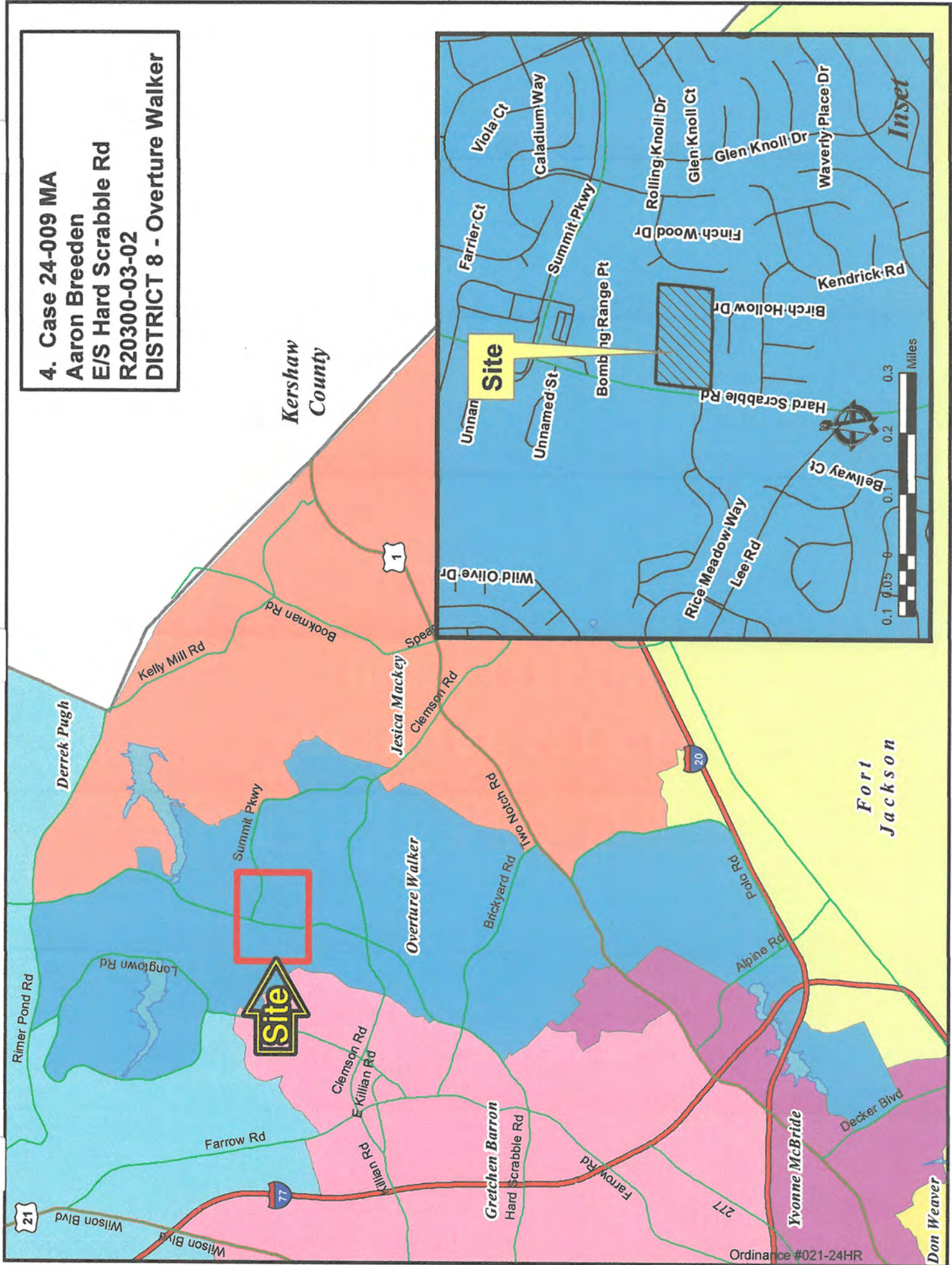
Planning Commission Action

At their **May 6, 2024** meeting, the Richland County Planning Commission **disagreed** with the PSDS recommendation for the following reason:

- The requested zoning fits the nature and character of the area.
- The map amendment would be compatible with the commercial development pattern of the adjacent parcels along Hard Scrabble Road
- The current zoning district is inconsistent with the recommendations of the Comprehensive Plan designation for this area.

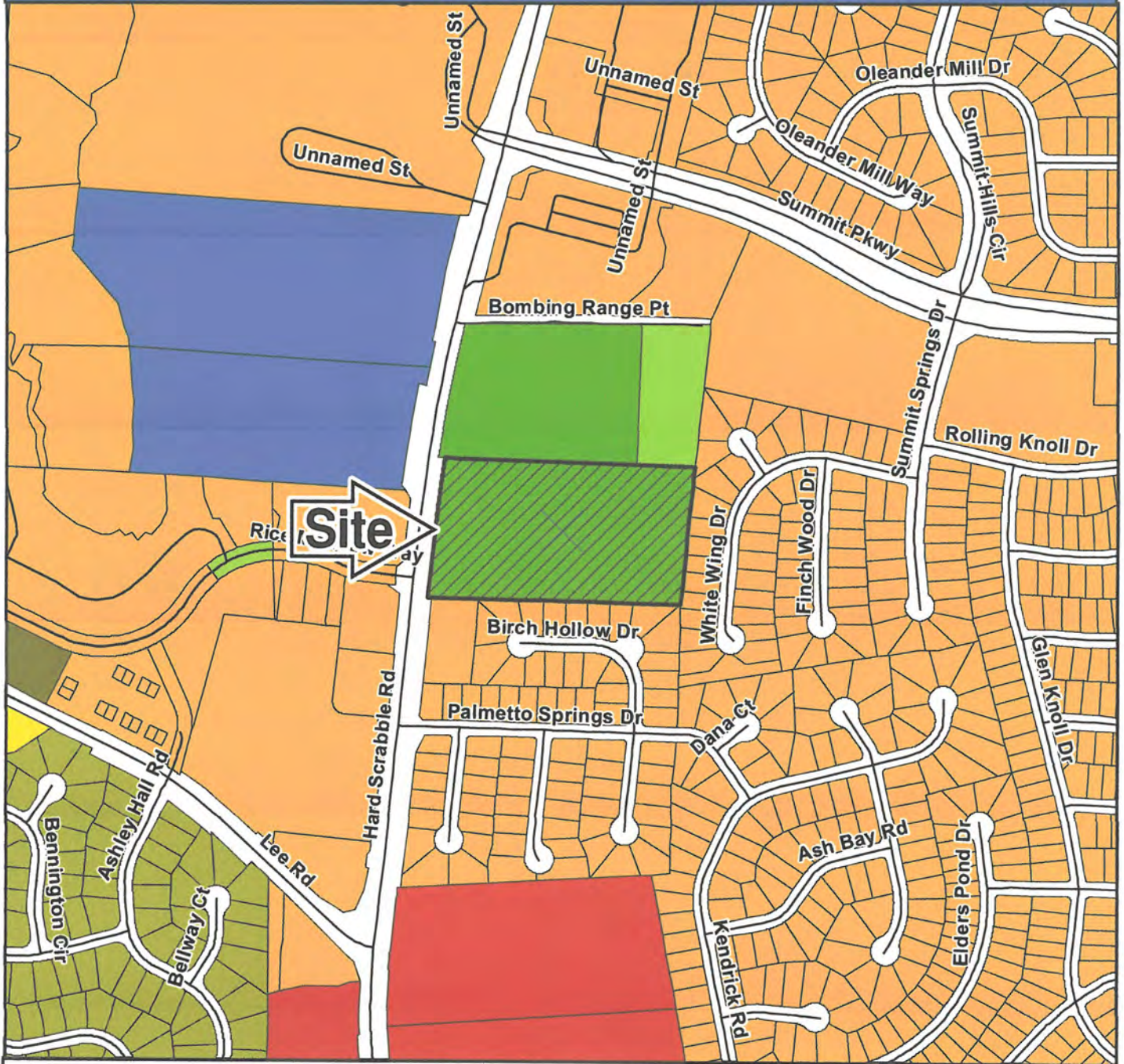
The PC recommends the County Council **approve** the proposed amendment for RC Project # 24-009 MA.

4. Case 24-009 MA
Aaron Breeden
E/S Hard Scrabble Rd
R20300-03-02
DISTRICT 8 - Overture Walker





Case 24-009 MA HM 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

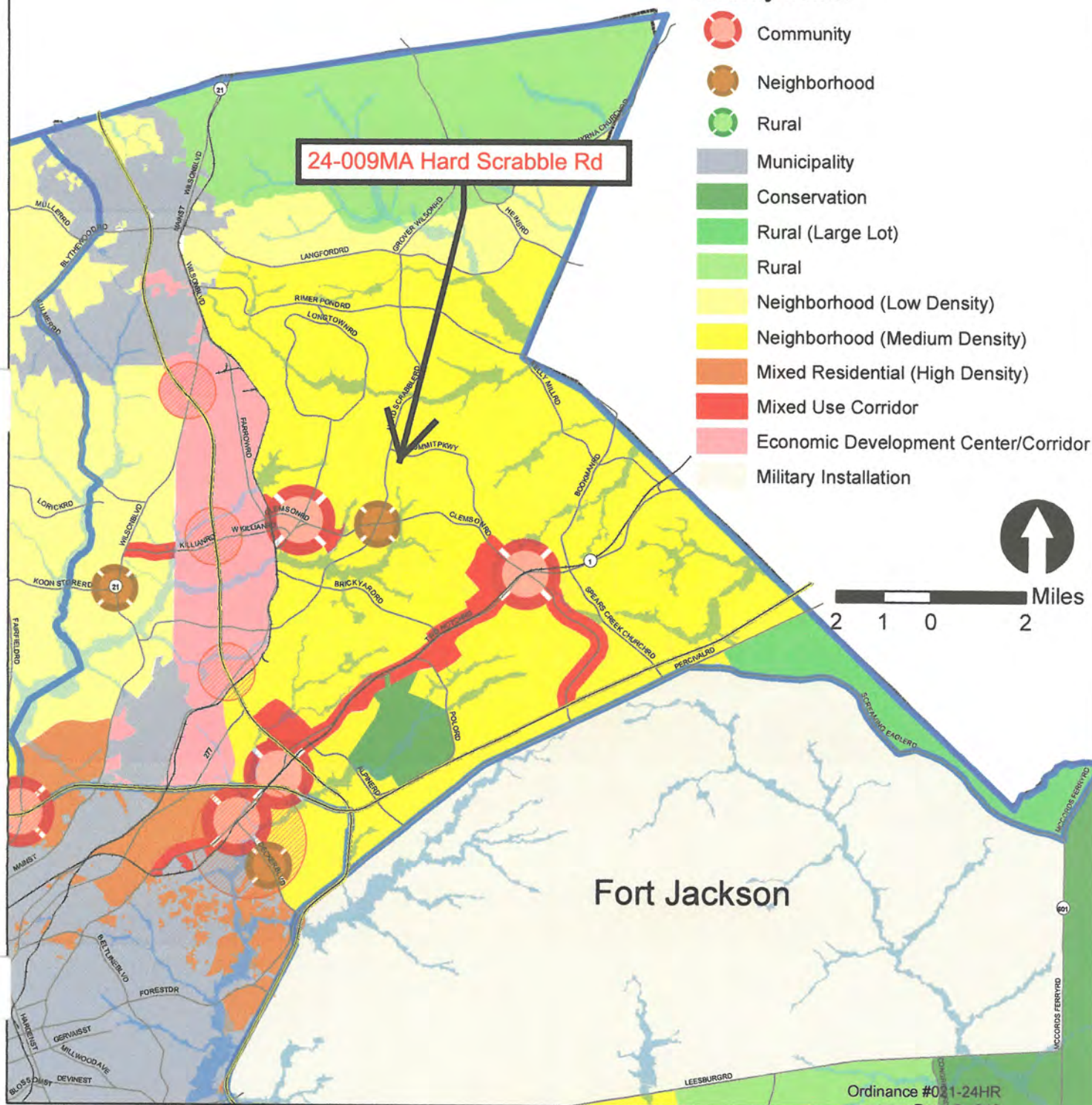


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

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



Case #24-009 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

- 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 #24-009 MA - Zoning Districts

Proposed Zoning District

General Commercial (GC) District

Use Classification, Category, Type	GC		
Agricultural		Commercial	
Agriculture and Forestry		Kennel	SR
Community garden	SE	Pet grooming	P
Agriculture and Forestry Related		Veterinary hospital or clinic	SR
Farm supply and machinery sales and service	P	Commercial Services	
Produce stand	P	Artist studio	P
Residential		Auction house	P
Household Living		Bank, Retail	P
Dwelling, Live-Work	SR	Catering	P
Dwelling, Multi-family	P	Commercial services	P
Group home, Family	SR	Consumer goods repair	SR
Group Living		Contractor's office	P
Group home, Large	SE	Lawn, tree, or pest control services	P
Rooming or boarding house	P	Linen or uniform supply	P
Community Service		Medical, dental, and health practitioner	P
Animal shelter	SR	Non-depository personal credit institution	SR
Community food services	P	Office	SR
Community recreation center	P	Personal services	P
Cultural facility	P	Rental center	SR
Day care facility	SR	Self-service storage facility	SR
Government office	P	Sightseeing tour services	P
Hospital	P	Tattoo or body piercing facility	SR
Library	P	Bar or other drinking place	SR
Membership organization facility	P	Restaurant	SR
Nursing care facility	P	Restaurant, Carry-out	P
Place of worship	P	Restaurant, Drive-through	P
Public recreation facility	SR	Recreation/Entertainment	
Public safety facility	P	Arena, stadium, or outdoor theater	SR
Short-term or transitional housing	SE	Commercial recreation, Indoor	P
Education		Commercial recreation, Outdoor	SR
College or university	P	Fitness or training center/studio	P
Elementary, middle, or high school	P	Golf course	SR
School, business or trade	P	Marina	P
Funeral and Mortuary Services		Performing arts center	P
Cemetery	SR	Sexually Oriented Business	SR
Funeral home or mortuary	P	Shooting range, Indoor	P
Parks and Open Space		Shooting range, Outdoor	
Arboretum or botanical garden	P	Smoking place	SR
Park or greenway	SR	Retail Sales	
Zoo	SR	Bakery	P
Transportation		Building supply sales	P
Transit stop	SR	Consumer goods store	SR
Fleet terminal	P	Consumer goods store, Large	P
Passenger terminal, surface transportation	P	Convenience store	P
Utilities and Communication		Drugstore	P
Antenna	P	Farmers' market	P
Broadcasting studio	P	Flea market	P
Communication tower	SE	Garden center or retail nursery	P
Utility, minor	SR	Grocery/Food store	P
		Manufactured home sales	SR
		Outdoor power equipment store	P
		Pawnshop	P
		Traveler Accommodations	P
		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.
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- 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. 022-24HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R02408-02-03 FROM RESIDENTIAL TRANSITION DISTRICT (RT) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R02408-02-03 from Residential Transition District (RT) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after July 16, 2024.

RICHLAND COUNTY COUNCIL

By: Jessica Mackey
Jessica Mackey, Chair

Attest this 17th day of

July, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Patricia L. Smith
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 25, 2024
First Reading: June 25, 2024
Second Reading: July 2, 2024
Third Reading: July 16, 2024



Richland County
Planning & Development Services Department

Map Amendment Staff Report

PC MEETING DATE: June 3, 2024
 RC PROJECT: 24-011 MA
 APPLICANT: Denise Lawson

LOCATION: 1700 Dutch Fork Road

TAX MAP NUMBER: R02408-02-03
 ACREAGE: .69 acres
 EXISTING ZONING: RT
 PROPOSED ZONING: GC

ZPH SIGN POSTING: June 10, 2024

Staff Recommendation

Disapproval

Background

Zoning History

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

Eligibility for Map Amendment Request

Section 26-2.5 Zoning Map Amendment

A Zoning Map amendment requested by a property owner or the owner's authorized agent shall not be considered for an area less than two acres unless the requested change involves one of the following conditions:

(b) (4) a. 1.

1. An extension of the same existing district boundary.

Zoning History for the General Area

The Neighborhood Mixed-Use District (MU-1) parcel north and east of the site was rezoned from Rural District (RU) under case number 17-046MA.

The PDD parcel north of the site was rezoned from GC District GC to Planned Development District (PDD) under case number 05-004MA (Ordinance number 060-04HR).

A GC parcel southeast of the site on Dutch Fork Road was rezoned from Rural District (RU) under case number 17-011MA.

Another parcel south of the site on Gates Road of the site was rezoned from RU to GC District (under case number 05-22MA).

The PDD parcel south of the site with frontage on Dutch Fork Road and Shadowood Drive was rezoned from RU District to PDD under case number 05-40MA.

Zoning District Summary

The General Commercial District (GC) 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.

Maximum density standard: for residential uses, no more than sixteen (16) dwelling units per acre.

Based upon a gross density calculation*, the maximum number of units for this site is approximately: 11 dwelling unit.

*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), or application of open space provisions are not taken into consideration.

Direction	Existing Zoning	Use
<u>North:</u>	MU-1	Undeveloped
<u>South:</u>	PD	Dock Construction Company
<u>East:</u>	MU-1	Undeveloped
<u>West:</u>	GC/RT	Minor Auto Repair

Discussion

Parcel/Area Characteristics

The parcel has frontage along Dutch Fork Road. Dutch Fork Road is a two-lane undivided minor arterial without sidewalks and streetlights along this section. The immediate area is primarily characterized by commercial uses to the west, south and commercial zoning to the east and north.

Public Services

The subject parcel is within the boundaries of Lexington/Richland School District Five. Lake Murray Elementary School is located .68 miles east of the subject parcels on Bickley Road. Records indicate that the parcel is in the City of Columbia’s water service area and is in within Richland County’s sewer service area. There is a fire hydrant located southeast of the site. The Dutch Fork/Ballentine fire station (station number 20) is located on Broad River Road, approximately 1.8 miles east 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 ***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 #145) located east of the subject parcel on Dutch Fork Road identifies 28,200 Average Daily Trips (ADT's). Dutch Fork Road is classified as a two lane undivided minor arterial road, maintained by SCDOT with a design capacity of 10,800 ADT's. This portion of Dutch Fork 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 this section of Dutch Road through the County Penny Sales Tax program.

Conclusion

The proposed rezoning would not be consistent with the objectives outlined in the Comprehensive Plan.

The Plan recommends commercial development within Neighborhood Activity Centers and within contextually-appropriate distances from the intersection of a primary arterial. The subject parcel is not located at a traffic junction and is not within a contextually-appropriate distance of an intersection or Neighborhood Activity Center. The Plan also discourages "strip commercial development or fragmented 'leapfrog' development patterns along corridors."

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

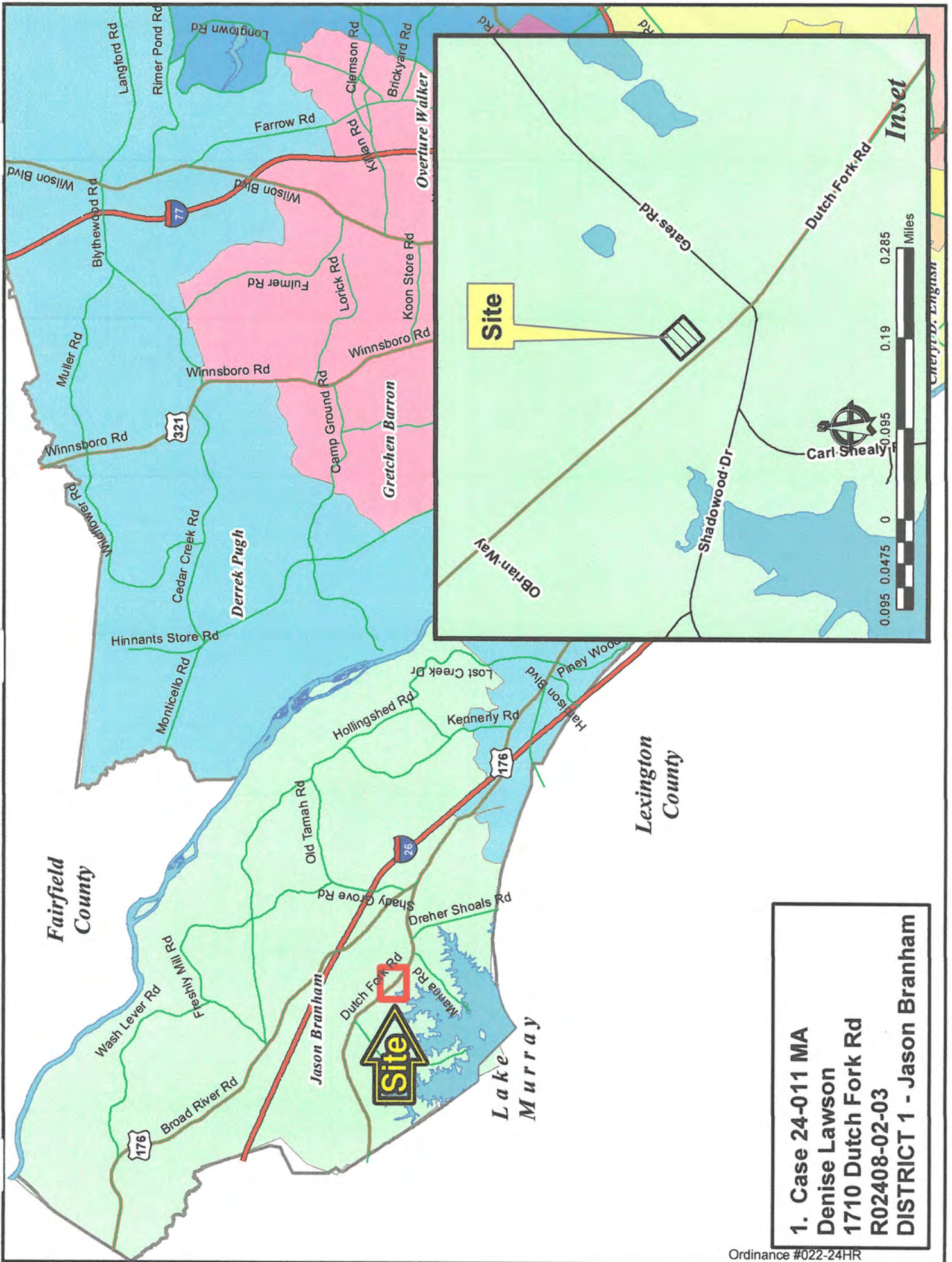
However, the reference of the Comprehensive Plan that the request should not result in "strip commercial" or "fragmented leapfrog" development may be negated due to the approvals of the previous map amendment approvals (see *Zoning History of the Area*). The proposed District would be consistent with the existing zoning and uses in the immediate area.

Planning Commission Action

At their **June 3, 2024** meeting, the Richland County Planning Commission **disagreed** with the PSDS recommendation for the following reason:

- A rezoning to commercial would be in keeping with the general character of the area surrounding the parcel in question.

The PC recommends the County Council approve the proposed amendment for RC Project # 24-011 MA.



1. Case 24-011 MA
 Denise Lawson
 1710 Dutch Fork Rd
 R02408-02-03
 DISTRICT 1 - Jason Branham

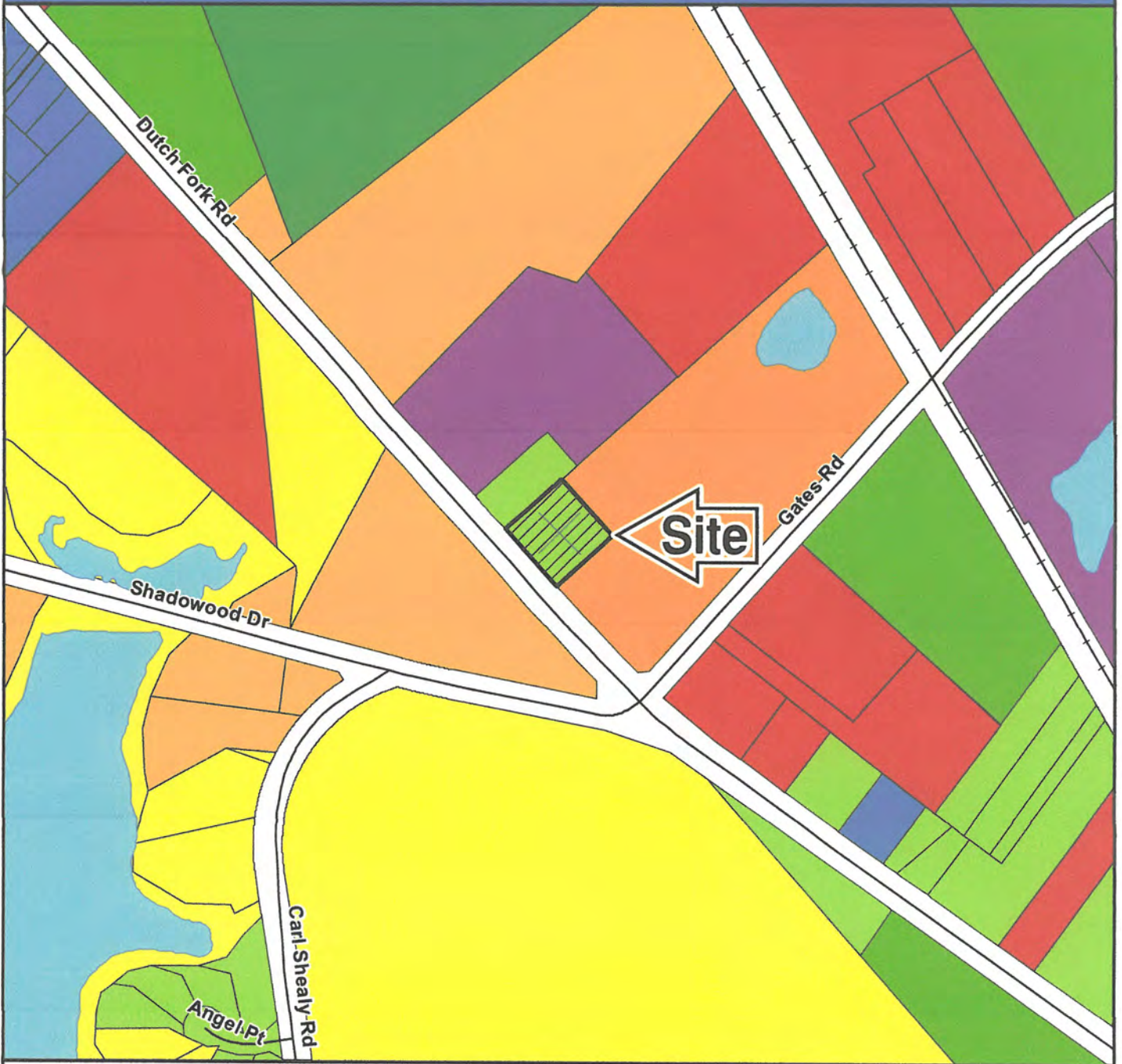


CASE 24-011
RT to GC
TMS R02408-02-03

Site

SPECIAL FLOOD HAZARD AREA
WETLANDS

Case 24-011 MA RT to GC



ZONING CLASSIFICATIONS

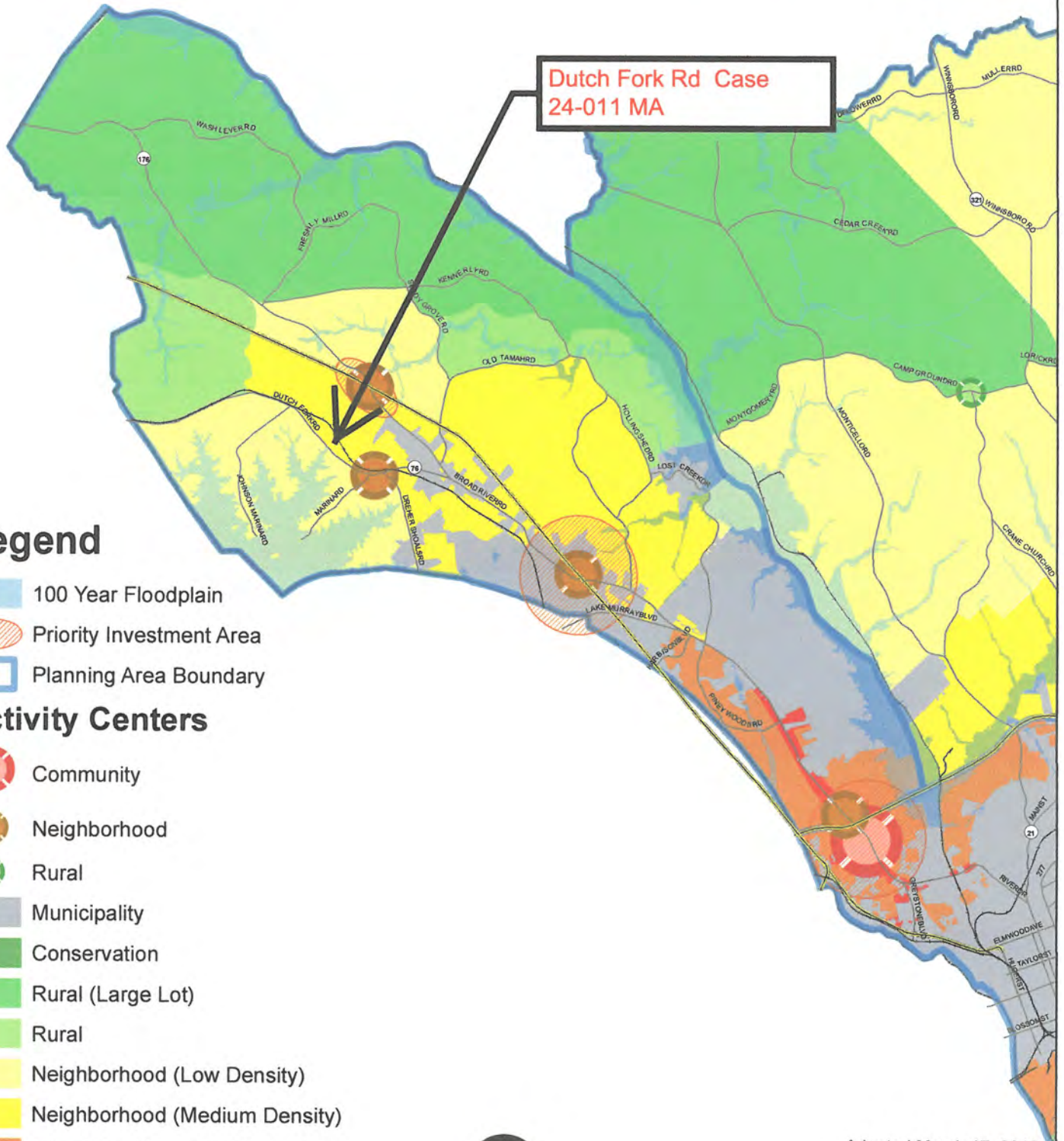
	OS		R1		R5		GC		HI		CC-4
	AG		R2		R6		M-1		CC-1		PD
	HM		R3		RC		INS		CC-2		Subject Property
	RT		R4		MU1		LI		CC-3		



NORTHWEST PLANNING AREA FUTURE LAND USE & PRIORITY INVESTMENT AREAS



Dutch Fork Rd Case
24-011 MA



Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Centers**
- 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



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 #022-24HR
 Page 9 of 11

Case #24-011 MA - Zoning Districts

Current Zoning District
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.

Case #24-011 MA - Zoning Districts

Proposed Zoning District

General Commercial (GC) District

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

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- 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. 023-24HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R11613-02-02 FROM GENERAL COMMERCIAL DISTRICT (GC) TO COMMUNITY MIXED-USE DISTRICT (MU3); 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 # R11613-02-02 from General Commercial District (GC) to Community Mixed-Use District (MU3).

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 July 16, 2024.

RICHLAND COUNTY COUNCIL

By: Jessica Mackey
Jessica Mackey, Chair

Attest this 17th day of

July, 2024

Anette A. Kirylo
Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Robert J. Rhyne
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 25, 2024
First Reading: June 25, 2024
Second Reading: July 2, 2024
Third Reading: July 16, 2024



**Richland County
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: June 3, 2024
RC PROJECT: 24-015 MA
APPLICANT: Megan Newbold

LOCATION: 3003 Two Notch Road

TAX MAP NUMBER: R11613-02-02
ACREAGE: 1.53 acres
EXISTING ZONING: GC
PROPOSED ZONING: MU3

ZPH SIGN POSTING: June 7, 2024

Staff Recommendation

Approval

Background

Zoning History

The original zoning as adopted September 7, 1977 was General Commercial District (GC).

Zoning District Summary

The MU3: Community Mixed-Use District provides lands for walkable mixed-use centers that include a mix of commercial and institutional uses serving residents of the community generally, and neighborhoods surrounding the district, as well as high-intensity residential uses. Development allowed in this district includes a broad range of uses at different scales, such as large and small format retail uses, grocery stores, restaurants and bars, personal service uses, professional offices, stand-alone multi-family residential development, and multi-family residential development in buildings containing nonresidential uses on the ground floor. District standards are intended to ensure uses, development intensities, and development forms that supports development that:

- Is oriented toward the major road corridor or otherwise establishes a traditional main street character;
- Provides enhanced visual character on the major streets within the center;
- Includes public open space accessible to those who live in, work in, and visit the center; and
- Is well-integrated in terms of access and circulation, complementary uses, and compatible design.

Direction	Existing Zoning	Use
North:	GC/CAC (City of Columbia)	Heating and Air/
South:	MU-2 (City of Columbia)	Car sales/ Dentist
East:	NAC (City of Columbia)	Auto parts store
West:	GC	Mechanical Contractor

Discussion

Parcel/Area Characteristics

The parcel has frontage along Two Notch Road. Two Notch Road is a five-lane undivided principal arterial. The immediate area is primarily characterized by residential uses to the north and commercial zoning to the south, east and west. Many of the surrounding properties are located in the City of Columbia’s jurisdiction.

Public Services

The subject parcel is within the boundaries of Richland School District One. W.A. Perry Middle School is located .55 miles southeast of the subject parcel at 2600 Barhamville Road. Records indicate that the parcel is in the City of Columbia’s water and sewer service area. There is a fire hydrant located west of the site on W Beltline Boulevard. The Belvedere fire station (station number 11) is located at 30 Blume Court, approximately .28 miles northeast 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)**.

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 #105) located north east of the subject parcel on Two Notch Road identifies 21,900 Average Daily Trips (ADT's). Two Notch Road is classified as a five-lane undivided principal arterial road, maintained by SCDOT with a design capacity of 38,600 ADT's. This portion of Two Notch Road is currently operating at Level of Service (LOS) "B".

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 Two Notch Road through the County Penny Sales Tax program.

Conclusion

The proposed rezoning would be consistent with the objectives outlined in the Comprehensive Plan.

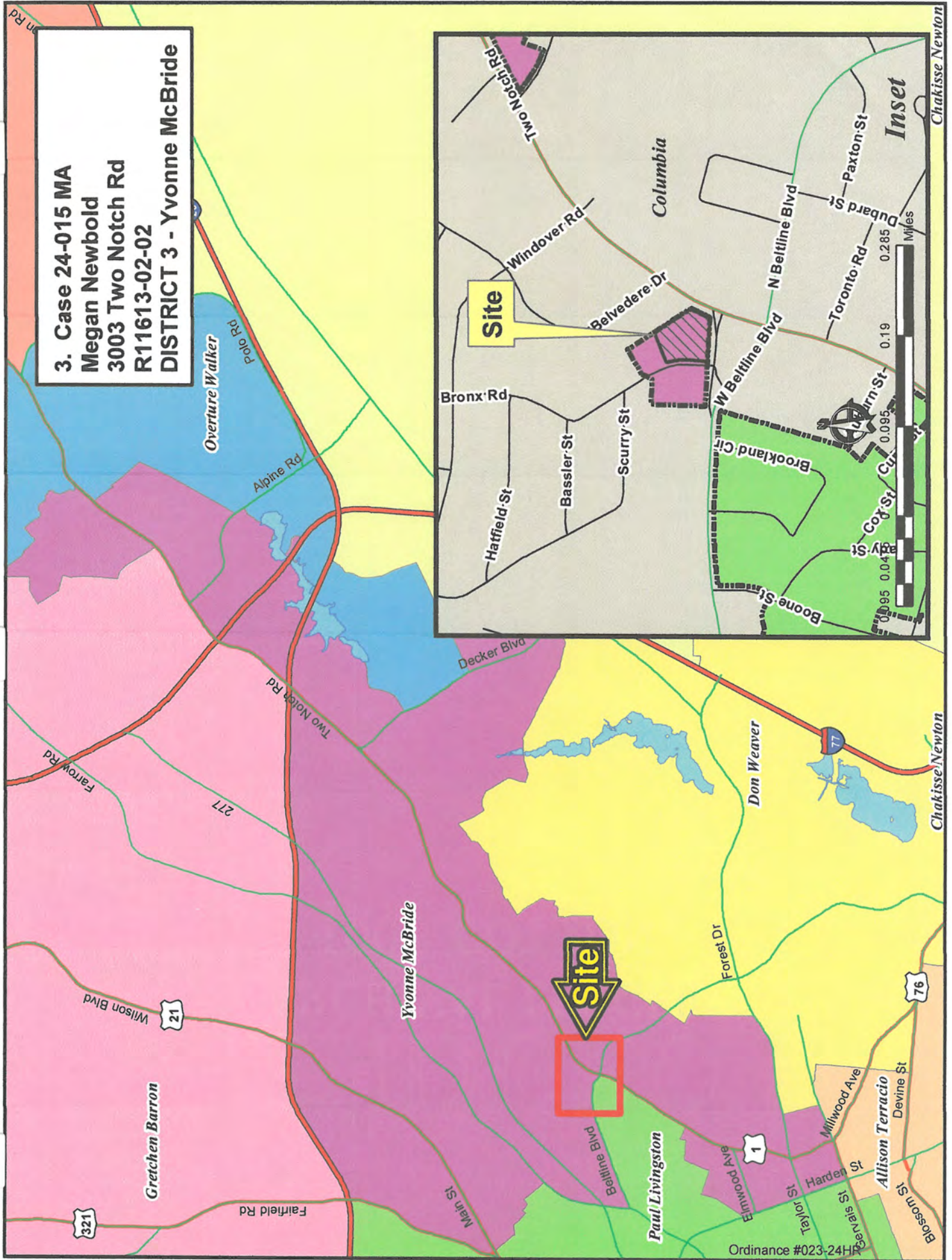
The Plan recommends Mixed residential areas including the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area.

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

Planning Commission Action

At their **June 3, 2023** meeting, the Richland County Planning Commission **agreed** with the PSDS recommendation and recommends the County Council **approve** the proposed amendment for RC Project # **24-015 MA**.

3. Case 24-015 MA
Megan Newbold
3003 Two Notch Rd
R11613-02-02
DISTRICT 3 - Yvonne McBride





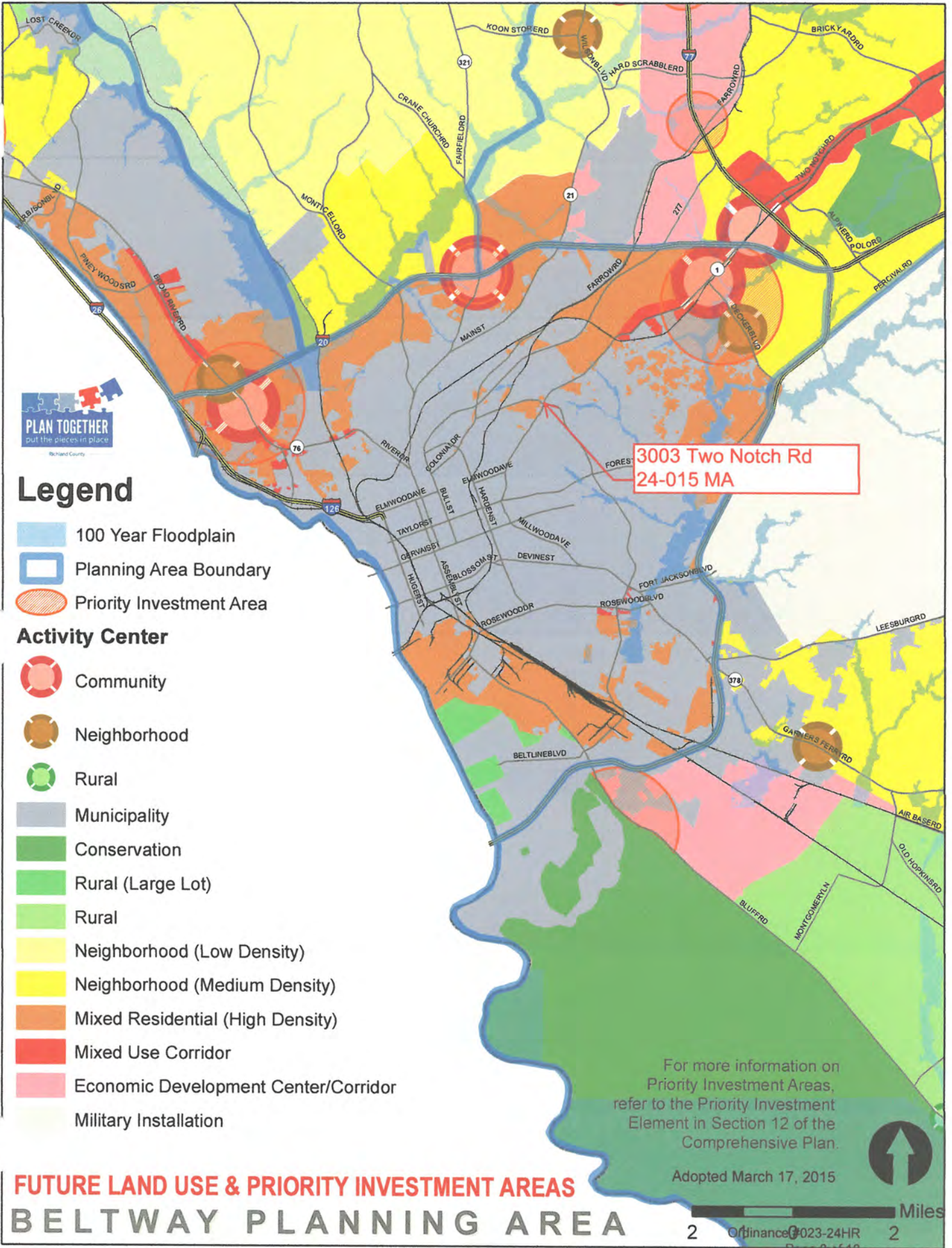
Case 24-015 MA GC to MU3



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		





Case #24-015 MA - Zoning Districts

Current Zoning District	
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	SR
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.

Case #24-015 MA - Zoning Districts

Proposed Zoning District	
Neighborhood Mixed-Use (MU3) District	
Use Classification, Category, Type	MU3
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	
Continuing care community	SR
Rooming or boarding house	SE
Community Service	
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	SR
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	P
Utilities and Communication	
Antenna	P
Broadcasting studio	P
Communication tower	SE
Utility, minor	SR
Commercial	
Kennel	SR
Pet grooming	SR
Veterinary hospital or clinic	SR

Commercial Services	
Artist studio	P
Bank, Retail	P
Catering	P
Commercial services	P
Consumer goods repair	SR
Contractor's office	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	SR
Recreation/Entertainment	
Arena, stadium, or outdoor theater	SR
Commercial recreation, Indoor	P
Commercial recreation, Outdoor	SR
Fitness or training center/studio	P
Performing arts center	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
Traveler Accommodations	
Bed and breakfast	SR
Home-based lodging	SR
Hotel or motel	P
Vehicle Sales and Services	
Parking, Commercial	P
Vehicle fueling station	P
Industrial	
Freight Movement, Warehousing, and Wholesale Distribution	
Warehouse/Distribution facility	SR
Production of Goods	
Artisan goods production	SR

a. Permitted Uses

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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. 024-24HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17112-01-01 (PORTION OF) FROM RESIDENTIAL THREE DISTRICT (R3) 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 property described as TMS # R17112-01-01 (portion of) from Residential Three District (R3) 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 July 16, 2024.

RICHLAND COUNTY COUNCIL

By: Jessica Mackey
Jessica Mackey, Chair

Attest this 17th day of

July, 2024

Anette A. Kitylo
Anette A. Kitylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Robert L. Hight
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 25, 2024
First Reading: June 25, 2024
Second Reading: July 2, 2024
Third Reading: July 16, 2024



**Richland County
Planning & Development Services Department**

Map Amendment Staff Report

PC MEETING DATE: April 1, 2024
 RC PROJECT: 24-016 MA
 APPLICANT: Phillip Bradley

LOCATION: Rabon Road

TAX MAP NUMBER: R17112-01-01 (portion of)
 ACREAGE: 21.24 acres
 EXISTING ZONING: R3
 PROPOSED ZONING: R5

ZPH SIGN POSTING: June 7, 2024

Staff Recommendation

Disapproval

Background

Zoning History

The original zoning as adopted September 7, 1977 was Office and Institutional District (C-1). With the adoption of the 2005 Land Development Code the Office and Institutional District (C-1) was designated Office and Institutional District (OI). With the adoption of the 2021 Land Development Code the Office and Institutional District (OI) was designated Institutional District (INS).

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: 254 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>	HIGC/R2	Concrete Plant/ Commercial uses/ Undeveloped
<u>South:</u>	R6/RT	Landscape Services
<u>East:</u>	R3	Residential Sudations (under construction)
<u>West:</u>	HM/R6/R6	Undeveloped/ Mobile home subdivision/ Residence

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 single-family parcels, commercial and industrial uses. West of the subject parcel are undeveloped and residential properties. North and west of the site are commercial uses and industrial uses. East of the subject parcel is a developing single-family residential subdivision.

Public Services

The subject parcel is within the boundaries of School District Two. The W J Keenan High School is located 1.81 miles west of the subject parcel on Pisgah Church Road. The Jackson Creek fire station (number 32) is located 1.2 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 not consistent with the objectives for the Neighborhood (Medium-Density) zoning district land use designation outlined in the 2015 Comprehensive Plan. Multi-family housing is recommended near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. The proposed request does not meet the location recommendations of the Neighborhood (Medium Density) designation.

For this reason, staff recommends **Disapproval** of this map amendment.

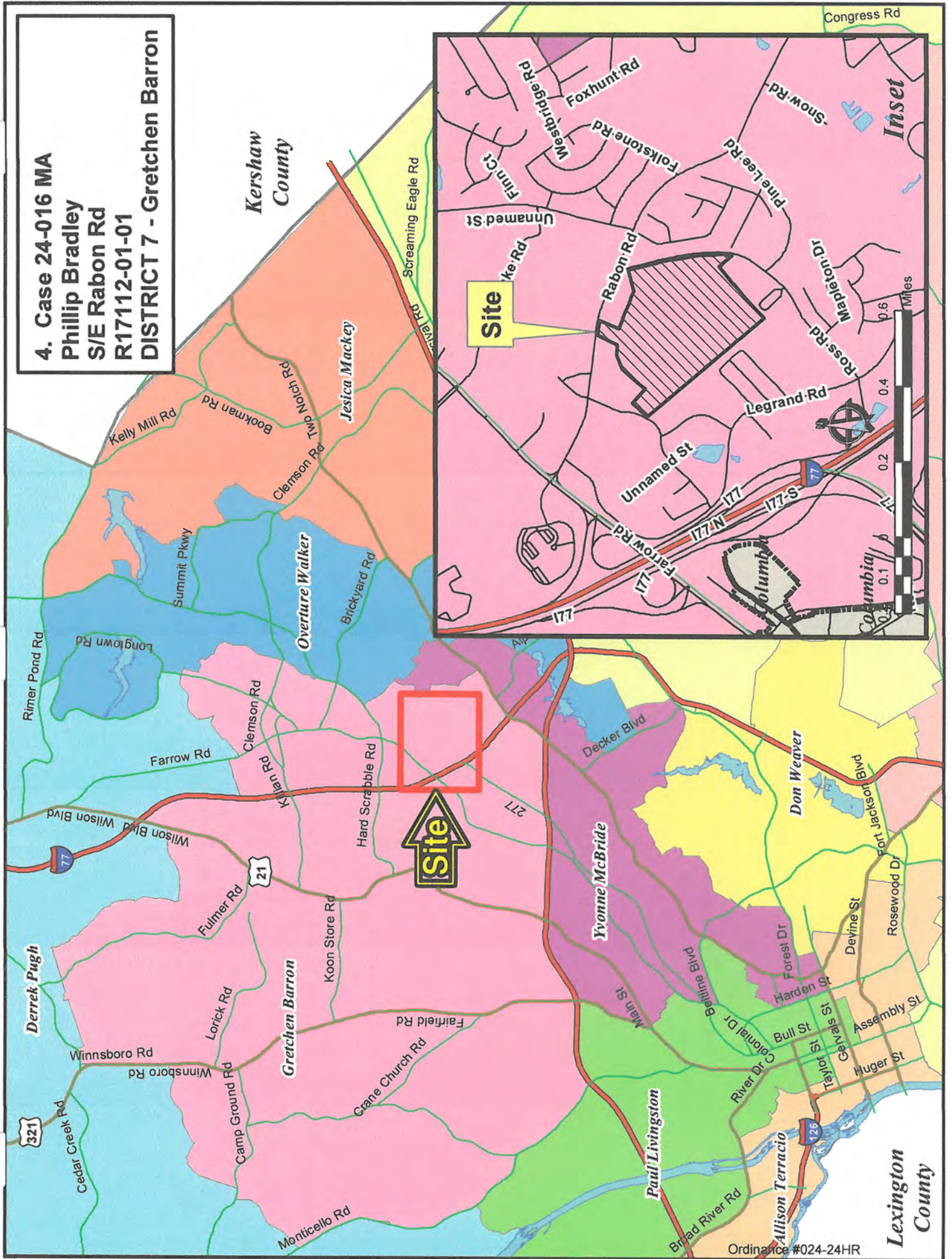
Planning Commission Action

At their **June 3, 2024** meeting, the Richland County Planning Commission **disagreed** with the PDSD recommendation for the following reason:

- While the precise site is located indicated as Neighborhood (Medium Density) in the Future Land Use Map, it is in very close proximity to a Priority Investment Area, as well as, a Mixed Use corridor.
- Given the presence of a R6 (Residential Six) zoning in the immediate neighborhood, the subject site is contextually appropriate to support the rezoning.

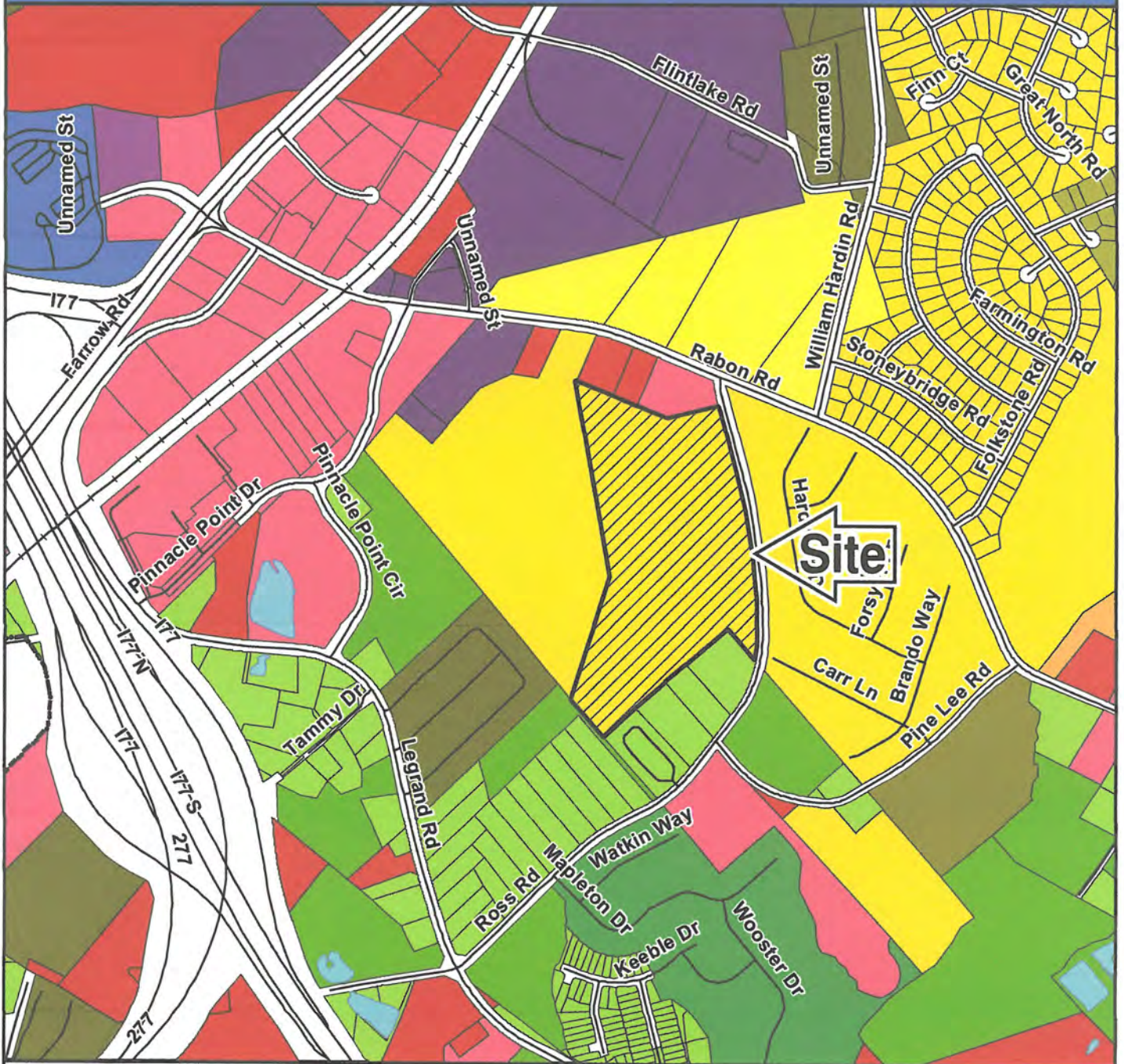
The PC recommends the County Council **approve** the proposed amendment for RC Project # **24-016 MA**.

4. Case 24-016 MA
Phillip Bradley
S/E Rabon Rd
R17112-01-01
DISTRICT 7 - Gretchen Barron





Case 24-016 MA R3 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

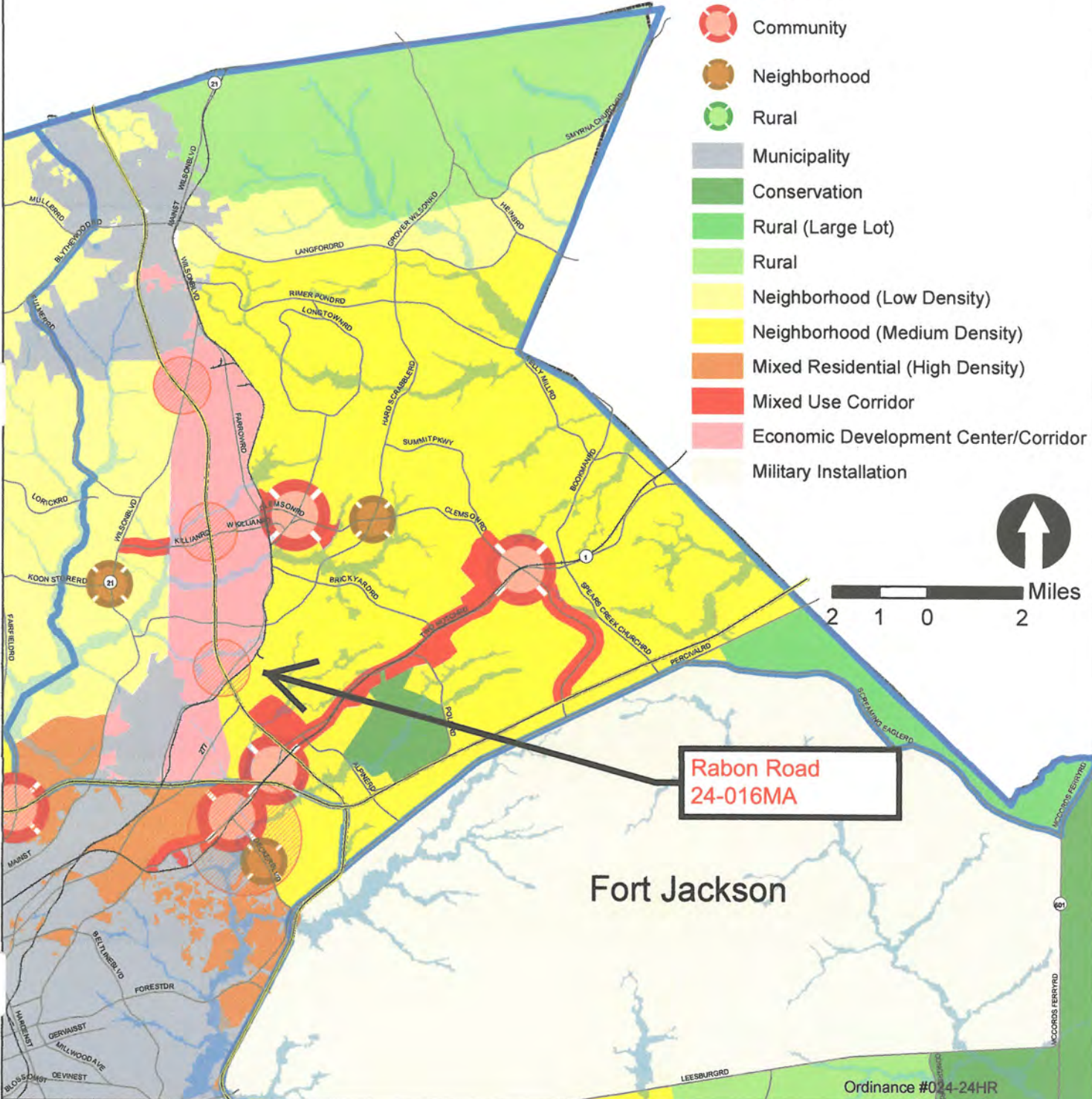


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

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



**Rabon Road
24-016MA**

Fort Jackson

Case #24-016 MA - Zoning Districts

Current Zoning District	
Residential Three (R3) District	
Use Classification, Category, Type	R3
Agricultural	
Agriculture and Forestry	
Community garden	SR
Residential	
Household Living	
Dwelling, Four-family	P
Dwelling, Single-family detached	P
Dwelling, Three-family	P
Dwelling, Two-family	SR
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.

Case #24-016 MA - Zoning Districts

Proposed 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.
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- c. Special Exception Uses**
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STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. 025-24HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 5, ANIMALS AND FOWL.

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 1. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl, is hereby amended by the deletion of the language contained therein and the substitution of the following language:

CHAPTER 5: ANIMALS

Sec. 5-1. Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

Abandon. The owner or custodian's failure to provide for its animal the necessities of life and well-being or to desert, forsake, or give up absolutely its animal without securing another owner or custodian. This section does not include the responsible return of community cats trapped, sterilized, and returned to the area from which they were trapped.

Abuse. The act of an owner or custodian who deprives its animal of necessary sustenance or shelter, or of a person who inflicts unnecessary pain or suffering upon an animal, or of a person causing these things to be done.

Animal shall mean, in addition to dog and cat, any organism of the kingdom of Animalia, other than a human being.

Animal Care Officer. A person employed by the county to enforce the animal care program.

Animal Care Facility. A premise designated or selected by the county for the purpose of impound, care, adoption, or euthanasia of animals held under the authority of this chapter.

At large. Not under restraint or confinement.

Commercial pet breeder. A person, partnership, corporation, association, or establishment engaged in a business, occupation, profession, or activity in which one or more dogs are owned, kept, harbored, or boarded and used for a stud for which a fee is charged and/or used for breeding purposes for which a fee is charged for the offspring.

Community Cat, also called “free-roaming cat.” A domestic cat that is no longer in a domesticated environment or one of its descendants and that lives outdoors full-time and has no known owner. Pets and/or house cats which are outdoors periodically are specifically excluded from this definition.

Custodian. A person who, regardless of the length of time, keeps, has charge of, shelters, feeds, harbors, or takes care of any animal, or is otherwise acting as the owner of an animal. A custodian is not necessarily the owner. This definition does not apply to citizens engaged in humane TNR activity associated with the trap, sterilize, and return of community cats.

Dangerous or vicious animal.

- (a) Dangerous or vicious animal means:
- (1) An animal which the owner or custodian knows, or reasonably should know, has the propensity, tendency, or disposition to, without provocation, attack, cause injury to, or otherwise endanger the safety of human beings, domestic animals, or livestock;
 - (2) An animal which bites or attacks a human being, domestic animal, or livestock one or more times without provocation, whether or not such bite or attack occurs on the premises of the animal’s owner;
 - (3) An animal, while not under restraint or confinement, which commits one or more acts, without provocation, that causes a person to reasonably believe the animal will bite or attack and cause bodily injury to a human being, domestic animal, or livestock; or
 - (4) An animal kept or harbored by its owner or custodian primarily, or in part, for the purpose of animal fighting or which has been trained for animal fighting.
- (b) An animal shall not be deemed dangerous or vicious if:
- (1) The animal bites, attacks, or commits an unprovoked act upon, as described in subsection (a):
 - a. A human being or animal assaulting its owner or custodian;
 - b. A human being or animal trespassing upon the property of its owner or custodian. For the purpose of this definition, trespassing means entering or remaining upon the property of another without permission or legal privilege; or
 - c. A human being or animal which has abused or tormented it;
 - (2) The animal is protecting or defending its offspring or another animal; or
 - (3) The animal is acting in defense of an attack upon its owner or custodian or other person.

Domestic. To share the genetic makeup and/or physical appearance of its ancestors which were historically domesticated for human companionship and service.

Feral animal. An animal which may be an individual domesticated animal who is no longer in a domesticated environment, or one of their descendants.

Fowl. Birds kept for domestic, or utility purposes including, but not limited to, chickens, hens, roosters, guineas, ducks, geese, turkeys, emus, and poultry.

Harboring. Allowing an animal to, regardless of the length of time, remain, be lodged, or be fed upon or within a premise which the person occupies or owns. Premises include, but is not limited to, dwellings, buildings, yards, and enclosures.

Impound. The humane confinement of the animal by an Animal Care Officer at an animal care facility.

Livestock. Cattle, sheep, horses, goats, swine, mules, asses, and other animals ordinarily raised or used on a farm.

Owner. A person who:

- (1) Has a property right in the animal;
- (2) Keeps or harbors the animal, has it in its care or acts as its custodian; or
- (3) Permits the animal to remain on or about premises it owns or occupies.

This definition does not apply to citizens engaged in humane TNR activities associated with trapping, sterilizing, and returning community cats.

Pet. Domestic dog (*canis lupus familiaris*) and/or domestic cat (*felis catus*). When applicable, pet shall also mean an animal kept lawfully for pleasure rather than utility or commercial purposes, including fowl.

Provocation. An act done towards an animal that a reasonable person would expect to enrage such an animal to the extent the animal would be likely to, or did, bite, attack, and/or cause bodily injury. Provocation includes, but is not limited to, teasing, harassing, beating, torturing, injuring, or intentionally causing pain to an animal. When an animal is attacked on the property of its owner or custodian by another animal off its owner's or custodian's property, the attack will be presumed unprovoked, absent clear evidence to the contrary. Provocation does not include actions on the part of an individual that pertain to reasonable efforts of self- defense, defense of others, or defense of another animal.

Seizure. The removal of an animal from an individual's property or possession, without the consent of the owner or custodian, by an Animal Care Officer as a result of a violation or alleged violation of the provisions of this chapter or to satisfy an order entered by the court.

Shelter. Unless stated otherwise, a structure reasonably expected to protect the animal from exposure to the elements of weather or adverse conditions where such exposure could cause the animal physical suffering or impairment.

Tether. To fasten, chain, tie, secure, or restrain an animal by a collar or harness to a dog house, tree, fence, or other stationary object or structure.

Under restraint or confinement. Under restraint or confinement shall mean an animal that is:

- (1) On the premises of its owner or custodian indoors;
- (2) On the premises of its owner or custodian outdoors on a leash or other similar restraining device or within a fenced-in area;
- (3) On the premises of its owner or custodian while accompanied by its owner or custodian; or
- (4) Off the premises of its owner or custodian while accompanied by its owner or custodian and is under physical control of such owner or custodian by means of a leash or other similar restraining device.

Unincorporated area of the county. The unincorporated area of Richland County and all areas located in municipalities with which Richland County has an agreement for animal services.

Sec. 5-2. License for dogs and cats; rabies vaccination tags.

- (a) For the purpose of this section, *pet* shall mean domestic dog and/or domestic cat.
- (b) It shall be unlawful for the owner or custodian of a pet to fail to obtain a current county pet license for a pet over four (4) months of age.
 - (1) The county Animal Services Department shall annually provide a sufficient number of durable tags suitable for pets, numbered from one (1) upwards, on which shall be stamped the year and the words "pet license." Such tags must be worn by all pets within the unincorporated area of the county at all times.
 - (2) The county Animal Services Department shall maintain the name and address of each party to whom a license and tag have been issued under the provisions of this section and shall keep the same on file in the offices of the department for the purpose of identification.
 - (3) It shall be unlawful for the owner or custodian of a pet over four (4) months of age to fail to vaccinate the pet and obtain a current rabies vaccination tag showing that such pet has been vaccinated by a licensed veterinarian. No license will be issued unless proof of vaccination is shown.
 - (4) A pet owner or custodian who moves into the unincorporated area of the county for the purpose of establishing residency shall have thirty (30) calendar days in which to obtain the license.
- (c) License fees.
 - (1) Annual license fees. Annual license fees for fertile and sterilized pets shall be established by the county council. Licenses will expire one (1) year after the

date of issue and owners/custodians must renew the license prior to its expiration.

- (2) Exemptions from annual license fees. The following owner/custodian classifications of fertile pets shall be exempt from paying the higher license fee for fertile pets. These exempt persons shall be required to purchase a license for their fertile pet and will pay the same license fee as required for sterilized pets:
- a. A pet owner or custodian who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand sterilization surgery;
 - b. An owner or custodian of a purebred pet who can furnish proof of participation in a nationally recognized conformation or performance event occurring within the past twelve (12) months; or
 - c. An owner or custodian of a dog currently being used for hunting purposes who can furnish proof the dog has been properly registered with a nationally recognized organization which sanctions hunting tests and/or field trials.
- (3) An owner or custodian of a dog which is trained to be an assistance/service dog shall be required to obtain an annual license but shall not be required to pay a license fee.

Sec. 5-3. Permit for commercial pet breeding.

- (a) For the purpose of this section, *pet* shall mean domestic dog and domestic cat. A commercial pet breeder is permitted to operate in the unincorporated area of the county so long as the breeder obtains from the county Animal Services Department a commercial pet breeder permit and meets all other requirements established by federal, state, or local laws. The breeder permit application process should begin prior to a litter being delivered.
- (b) It shall be unlawful for a commercial pet breeder to fail to obtain a county commercial pet breeder permit from the county Animal Services Department. To obtain a commercial pet breeder permit:
- (1) Before applying for a permit, the applicant must first have obtained:
 - a. A County Business License issued by the Richland County Business Service Center; and
 - b. County pet licenses and rabies vaccinations for all pets over four (4) months of age kept or harbored by the breeder as set forth in Section 5-2.

- (2) The permit applicant must complete a commercial pet breeder permit application. An application is complete when filled out properly and accompanied by a copy of a valid County business license and proof of pet licensing and vaccination, where applicable. Incomplete applications will not be accepted.
- (3) The permit applicant must pass an inspection. The Animal Services Department, through its Animal Care Officers, shall conduct an inspection of the premise upon which the pets are primarily kept to ensure the following requirements, along with the requirements set forth in Section 5-4, are met:
 - a. The enclosure or other area(s) where the pets are kept is constructed in such a manner that pets housed there will be adequately and comfortably kept in any season of the year;
 - b. The enclosure or other area(s) where the pets are kept is able to be easily cleaned and sanitized and kept clean and free from accumulations of feces, filth, mud, and debris;
 - c. Every pet on the premises has constant access to a clean and fresh water supply and an adequate amount of food appropriate to maintain each pet's normal condition of health;
 - d. The premise where the pets are kept is set up in such a manner as to prevent pets from straying beyond their enclosed confines or other areas and prevents the public and stray animals from obtaining entrance thereto or making contact with the pets on the premise;
 - e. Permits shall be displayed in a conspicuous place inside of the physical location shown on the application.
 - f. The above-listed requirements must be maintained throughout the period of time for which the permit is issued and failure to maintain these requirements may result in a revocation of the permit.

(c) Restrictions:

- (1) A permit will not be issued to an applicant who has been previously found guilty of violating any federal, state, or local laws or regulations pertaining to animal cruelty within five (5) years of the date of application.
- (2) A permit will only be valid if there also exists a valid business license and only for the applicant and location listed on the application. The permit is non-transferable.

- (3) Any violation or alleged violation of this chapter shall be grounds for the revocation of the permit. The county Animal Services Department shall determine, in its sole discretion, whether the permit is to be revoked and shall communicate the revocation to the breeder in writing. Revocation means the breeder shall cease all commercial breeding activity until a new valid permit is issued or the revocation is rescinded and failure to do so will subject the breeder to penalties. The breeder may appeal the revocation by submitting to the Animal Services Director a writing setting forth the reasons for the appeal. Only what is submitted in writing will be considered. The written appeal must be received by the Animal Services Director within seven (7) business days of the revocation notice and the Animal Services Director will review the written appeal and issue its determination to rescind or uphold the revocation within thirty (30) calendar days of receipt of the appeal.
- (d) The annual fee for a commercial pet breeder permit is non-refundable and shall be established by county council. The permit shall expire one (1) year after the date of issue.
- (e) The county Animal Services Department shall maintain the name and address of each party to whom a permit has been issued under the provisions of this section and shall keep the same on file in the offices of the department for the purpose of identification.

Sec. 5-4. Animal care, generally.

- (a) It shall be unlawful for an owner or custodian to fail to provide its animals with:
- (1) Necessary sustenance, such as sufficient good and wholesome food, in an adequate amount to sustain flesh or permit normal growth and an adequate amount of clean water that is not sour, filthy, or spoiled. Food and water should be of the appropriate amounts and type for the species;
 - (2) Proper protection from the weather;
 - (3) Veterinary care when needed to prevent suffering or care for a diseased, sick, or injured animal;
 - (4) Humane care and treatment. It shall be unlawful for a person to tease, molest, beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit dogfighting or other combat between animals or between animals and humans; or
 - (5) Proper shelter. Proper shelter for an animal primarily kept outdoors and unattended includes, but is not limited to:
 - a. Dogs.
 1. The shelter should be of weatherproof construction, have a roof, enclosed sides, a doorway, and a solid level floor raised

at least two inches from the ground. There shall be no cracks or openings other than the entrance except that rainproof openings for ventilation are acceptable in hot weather.

2. The shelter shall be small enough to allow the dog to maintain warmth and body heat, but large enough to allow the dog to stand, turn around, and lie down.
3. When the real or effective temperature is forty (40) degrees Fahrenheit or below, a sufficient amount of dry bedding, such as cedar shavings or straw, must be provided to insulate against the cold and dampness.
4. The following is not considered proper shelter: Storage buildings, sheds, crates, pet carriers, barrels, screened porches, patios, or balconies, nor the areas under lean-tos, covered porches, decks, vehicles, or houses.

b. Livestock.

1. The shelter should provide protection from heavy rain, snow, and high wind and provide sufficient shade in the summer.
2. The shelter for large livestock and healthy horses and cattle does not have to be manmade. Natural shelters, such as trees, are acceptable. However, a windbreak must be provided.
3. The shelter for small livestock and unhealthy horses and cattle must be in the form of a barn or pen of sufficient capacity and strength to properly accommodate the number of animals contained therein.

(b) It shall be unlawful for a person to leave an untethered pet outdoors unattended for two (2) continuous hours or longer without access to fresh water and shelter, as defined in this chapter, regardless of temperature.

(c) It shall be unlawful for a person to leave an untethered pet outdoors unattended for thirty (30) minutes or longer during a consecutive four (4) hour period when:

- (1) The temperature is below forty (40) degrees Fahrenheit for a sustained four (4) hour period, unless adequate shelter, as defined in this chapter, is provided to protect the animal from the elements; or
- (2) The temperature is above ninety (90) degrees Fahrenheit for a sustained four (4) hour period, unless adequate shade is provided to protect the animal from the elements.

(d) It shall be unlawful for a person to improperly collar or harness a pet. Collars and harnesses must be made of leather, nylon, or similar material and properly fitted for

the pet's measurements and body weight so as to not choke or impede the pet's normal breathing or swallowing and to not cause pain or injury to the pet. Logger chains, towing chains, and similar items are not permitted to be used as collars or harnesses. Pet-safe metal collars, chain collars, prong collars, or choke collars are permitted to be used while the pet is accompanied by its owner/keeper or custodian.

- (e) It shall be unlawful for a person to expose an animal to a known poisonous substance, whether mixed with food or not, so that the same shall be reasonably expected to be eaten by the animal; EXCEPT that it shall not be unlawful for a person to expose on their own property pest or vermin deterrent substances to prevent the spread of disease or the destruction of crops, livestock, or property. In no instance shall a feral or community cat or domestic animal be considered vermin.
- (f) It shall be unlawful for a person to fail to remove from a shelter or confinement area excrement, debris, standing water, or mud. No person shall fail to keep a shelter or confinement area clean, odor-free, and free of bloodsucking insects that are carriers of disease.
- (g) No person, except a licensed veterinarian, shall perform an operation to crop, notch, or split an animal's ears and/or tail.
- (h) It shall be unlawful for a person to dye or color artificially an animal, including fowl, with products not identified as pet-safe or to bring such dyed or colored animal into the unincorporated area of the county.
- (i) It shall be unlawful for an owner or custodian to abandon an animal in the unincorporated area of the county.

Sec. 5-5. Running at large.

- (a) It is unlawful for an animal to be at large. All animals must be kept under restraint or confinement and an animal not so restrained or confined will be deemed unlawfully running at large. This section shall not apply to domestic cats that have been sterilized or community cats trapped, sterilized, and returned.
- (b) Dogs participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses, and other events similar in nature shall not be considered at large.
- (c) Dogs properly within the enclosed boundaries of a dog park shall not be considered at large. A dog park shall mean an enclosed area, owned and/or operated by the county, a municipality, or private entity, designed, intended, and used for domestic dogs to play and exercise off-leash in a controlled environment under the supervision of their owners or custodians.
- (d) An animal found running at large may be impounded by an Animal Care Officer and may be redeemed pursuant to Section 5-17 only upon authorization by the county

Animal Services Department, with assurance from the owner or custodian that proper care and custody will be maintained.

Sec. 5-6. Nuisance animals.

- (a) It shall be unlawful for an owner or custodian to keep an animal in such a manner so as to constitute a nuisance. The actions of an animal constitute a nuisance when the animal disturbs the rights of, threatens the safety of, or damages a member of the general public or interferes with the ordinary use and enjoyment of their property or public property.
- (b) By way of example, and not of limitation, the following acts or actions by the owner or custodian of an animal are hereby declared to be a nuisance and are, therefore, unlawful:
 - (1) Failure to exercise sufficient restraint necessary to control the animal as required by Section 5-5,
 - (2) Attracting stray and/or feral cats to an area by means of providing food, water, and/or shelter. This provision does not apply to citizens performing these acts to trap, sterilize, and return community cats. This
 - (3) Allowing or permitting an animal to damage the property of another including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables;
 - (4) Maintaining an animal in a manner which could or does lead to the animal biting or attacking a human being, domestic animal, or livestock one or more times without provocation, whether or not such bite or attack occurs on the premises of the animal's owner.
 - (5) Maintaining animals in an environment of unsanitary conditions which results in offensive odors or is dangerous to the animal or to the public's health, welfare, or safety;
 - (6) Maintaining property in a manner that is offensive, annoying, or dangerous to the public's health, welfare, or safety because of the number, type, variety, density, or location of the animals on the property;
 - (7) Maintaining an animal that is diseased and dangerous to the public's health, welfare, or safety;
 - (8) Maintaining an animal that habitually or repeatedly chases, snaps at, or attacks pedestrians, bicycles, or vehicles; or
 - (9) Failure to keep female animals in heat confined in a building or secured enclosure in such a manner as will not create a nuisance by attracting other animals

- (c) An animal determined to be a nuisance by an Animal Care Officer may be caught or seized and impounded pursuant to this chapter and may be redeemed pursuant to Section 5-17 only upon authorization by the county Animal Services Department, with evidence presented by the owner or custodian that the situation creating the nuisance has been abated.

Sec. 5-7. Dangerous or vicious animal.

- (a) The Animal Services Director or its designee shall have the authority to determine if an animal is dangerous or vicious. Upon determining an animal is dangerous or vicious, the Animal Services Director or its designee shall serve written notice of such determination upon the owner or custodian at their last known address.
- (b) The owner or custodian of a dangerous or vicious animal shall properly confine the animal at all times. Proper confinement is as follows:

(1) Dogs:

- a. If the animal is indoors, the animal must be kept in such a manner as to prevent the animal from, without provocation, attacking, causing injury to, or otherwise endangering the safety of individuals or other animals also located indoors.
- b. If the animal is outdoors and attended, the animal shall be muzzled, on a leash or attached to a similar physical restraining device, and under the physical control of the owner or custodian at all times.
- c. If the animal is outdoors and unattended, in addition to the requirements set forth in Section 5-4(a), the animal must be confined in a locked pen or "run" area that consists of a secured top and at least four (4) sides which are at least six (6) feet high. The shelter floor must be concrete or the sides must be buried at least twelve (12) inches in the ground.
- d. Proper confinement provisions of this subsection shall not apply to an animal owned by a licensed security company while the animal is patrolling the premises at the direction of the company. However, when off of the patrolled premises, the animal shall be properly confined as set forth in this subsection.

(2) Other animals:

- a. If the animal is indoors, the animal must be kept in such a manner as to prevent the animal from, without provocation, attacking, causing injury to, or otherwise endangering the safety of individuals or other animals also located indoors.

- b. If the animal is outdoors and attended, the animal must be restrained on a leash or attached to a similar physical restraining device, and under the control of the owner or custodian at all times.
 - c. If the animal is outdoors and unattended, the animal must be confined in a locked pen or "run" area that is set up in such a manner as to prevent the animal from straying beyond its enclosed confines and prevents the public and other animals from obtaining entrance into or making contact with the animal.
 - d. The Animal Services Director may, at its discretion and dependent upon the type of animal, set forth other reasonable requirements in the interest of protecting the public's health, welfare, or safety. These additional requirements shall be communicated to the owner or custodian in writing.
- (c) The premises upon which a dangerous or vicious animal is kept or harbored must have posted a sign visible to the public cautioning the public to beware of the animal located on the premises. By way of example, and not limitation, a sign reading "Beware of Dog" or "Beware of Animals" is sufficient.

Sec. 5-8. Tethering.

- (a) It shall be unlawful to tether a pet outdoors for two (2) continuous hours or longer, unless:
 - (1) The pet is older than six (6) months;
 - (2) The tether is a minimum of twelve (12) feet in length and has swivel-type termination at both ends and the tether weight does not exceed ten (10) percent of the pet's body weight. Logger chains, towing chains, and other similar tethering devices are not acceptable;
 - (3) The tether must be attached to the pet with a buckle-type collar or a body harness. Logger chains, towing chains, and similar items are not permitted to be used as collars or harnesses. Pet-safe metal collars, chain collars, prong collars, or choke collars are permitted to be used while the pet is accompanied by its owner/keeper or custodian;
 - (4) The pet is tethered so as to prevent injury, strangulation, or entanglement with objects, vegetation, or other tethered animals;
 - (5) The pet has access to fresh water and shelter, as defined in this chapter;
 - (6) The pet is not sick or injured;
 - (7) Every female confined by a tether and unattended is sterilized; and

- (8) The temperature is above forty (40) degrees and less than ninety (90) degrees Fahrenheit, EXCEPT:
- a. If the temperature is below forty (40) degrees Fahrenheit for a sustained four (4) hour period, the animal may be tethered for thirty (30) minutes in a consecutive four (4) hour period so long as adequate bedding and shelter, as defined in this chapter, are provided to protect the animal from the elements; or
 - b. If the temperature is above ninety (90) degrees Fahrenheit for a sustained four (4) hour period, the animal may be tethered for thirty (30) minutes in a consecutive four (4) hour period so long as shade is provided to protect the animal from the elements.

Sec. 5-9. Sale of animals.

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, an animal, on any roadside, public right-of-way, public property, commercial parking lot, or sidewalk adjacent thereto, or at any flea market, fair, or carnival.
- (b) No person shall offer an animal as an inducement to purchase a product, commodity, or service.
- (c) No person shall sell, offer for sale, or give away a pet under eight (8) weeks of age, except to surrender to a municipal and/or county animal care facility or to a licensed pet rescue organization.
- (d) This section does not apply to licensed pet shops, commercial kennels, municipal and/or county animal care facilities, and licensed pet rescue organizations.

Sec. 5-10. Care of animals during transport.

During the transportation of an animal, the animal must be provided with adequate space and ventilation, and must not be confined in one area for more than twenty-four (24) consecutive hours without being adequately exercised, rested, fed, and watered.

Sec. 5-11. Injured or diseased animals.

- (a) Anyone striking a domestic or feral dog or cat with a vehicle shall notify the county Animal Services Department who will then take action necessary to make proper disposition of the animal. Vehicle, as defined in this section, includes all self-propelled and non-self-propelled vehicles, such as motor vehicles and bicycles.
- (b) A domestic or feral dog or cat received by an animal care facility in critical condition from wounds, injuries, or disease may receive sustaining treatment by a licensed veterinarian until such time as the animal's owner, custodian, or veterinarian is contacted. Every effort shall be made to effectuate contact via information obtained

from the animal's tag or microchip. Any such animal in critical condition, as described in this section, may be euthanized if the owner, custodian, or veterinarian cannot be contacted within two (2) hours of receipt of the animal. If the animal is in severe pain it may be euthanized immediately by agreement between the animal care facility superintendent and a licensed veterinarian.

Sec. 5-12. Removal of excrement.

The owner or custodian of every animal shall be responsible for the removal of excretions deposited by their animal on public property, in recreation areas, or on the private property of another.

Sec. 5-13. Prohibited, exceptions.

- (a) Except as provided in subsection (b), it shall be unlawful for a person to publicly display or exhibit, sell, keep, harbor, own, or act as custodian of:
- (1) Non-domestic members of the cat family (Felidae);
 - (2) Wolf-dog hybrids, and/or a animal containing any percentage of wolf;
 - (3) Badgers, wolverines, weasels, skunks, and minks (in the family of Mustelidae);
 - (4) Raccoons (Procyonidae);
 - (5) Bear (Ursidae);
 - (6) Nonhuman primates which include apes, monkeys, baboons, macaques, lemurs, marmosets, tamarins, and other species of the order primates (Haplorrhini);
 - (7) Bats (Chiroptera);
 - (8) Semi-aquatic reptiles in the order of Alligators, crocodiles, and caimans (Crocodylia);
 - (9) Scorpions (Scorpiones);
 - (10) Constricting snakes of the following species: Reticulated Python (*Python reticulatus*), Burmese Python (*Python bivittatus*), Indian rock Python (*Python molurus*), African Rock Python (*Python Sebae*), and Anaconda (*Eunectes murinus* - all types);
 - (11) Venomous reptiles;
 - (12) Lizards over two feet which is a member of the family carnivorous and frugivorous lizards (Varanidae);
 - (13) Non-domesticated members of the order placental mammals (Carnivora);
 - (14) Other wildlife not listed;

- (15) Animals of mixed domestication and feral lineage; or
 - (16) Other animals where its behavior, size, temperament, breed, or capacity for inflicting serious injury is or may be detrimental to the health, welfare, or safety of people or animals in the immediate surrounding area.
- (b) The prohibitions contained in subsection (a) shall not apply in the following circumstances:
- (1) The keeping of such animals in a public zoo, a bona fide education or medical institution, by a humane society, or in a museum where they are kept as live specimens for the public to view or for the purpose of instruction, research, or study;
 - (2) The keeping of such animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit, or show pursuant to properly obtained federal, state, and/or local licenses and/or permits;
 - (3) The keeping of such animals in a licensed veterinary hospital for treatment; or
 - (4) The keeping of such animals by a wildlife rescue organization with appropriate federal, state, and/or local licenses and/or permits obtained from applicable regulatory bodies.

Sec. 5-14. Seizure and right of entry to protect abandoned, neglected, or cruelly treated animals.

- (a) If the owner or custodian does not give permission, the Animal Care Officer may obtain a search warrant to enter onto privately owned premises of which an Animal Care Officer suspects a violation of this chapter exists thereon. Once upon the premises, the officer may examine the animal and may immediately seize the animal when, in the officer's sole opinion, removal of the animal from the premises is necessary for the immediate protection of the animal or the public, and shall issue a uniform ordinance summons to the owner or custodian.
- (b) If the animal cannot be seized in a safe and efficient manner, the Animal Care Officer may tranquilize the animal by use of a tranquilizer gun.
- (c) After the animal is seized pursuant to this section, the Animal Care Officer shall petition the appropriate magistrate for a civil hearing and order pursuant to Section 5-16.
- (d) Nothing in this section shall be construed as to prohibit the immediate euthanizing of an animal after the initial seizure and without regard to a civil hearing or the uniform ordinance summons criminal proceeding when:
 - (1) The animal is determined by the animal care facility superintendent or its designee, in agreement with a licensed veterinarian, to be a danger to other

animals or persons at the animal care facility, infectious to other animals, in pain, or near death; or

- (2) The animal is determined by the animal care facility superintendent or its designee, in agreement with a licensed veterinarian, to be critically injured or ill and must be euthanized for humane purposes.

Sec. 5-15. Impounding, surrender.

- (a) An animal found within the unincorporated area of the county as a result of a violation or alleged violation by the owner or custodian, whether known or unknown, of the provisions of this chapter may be caught or seized and impounded by an Animal Care Officer. If the animal cannot be caught or seized in a safe and efficient manner, the Animal Care Officer may tranquilize the animal by use of a tranquilizer gun.
- (b) When a person is, at the time of an arrest, in charge of an animal, the county Animal Services Department may take charge of the animal and deposit the animal in a safe place of custody or impound the animal at its animal care facility.
- (c) Nothing in this subsection shall be construed as to prohibit the immediate euthanizing of an animal after impoundment and without regard to a civil hearing or the uniform ordinance summons criminal proceeding when:
 - (1) The animal is determined by the animal care facility superintendent or its designee, in agreement with a licensed veterinarian, to be a danger to other animals or persons at the animal care facility, infectious to other animals, or in pain or near death; or
 - (2) The animal is determined by the animal care facility superintendent or its designee, in agreement with a licensed veterinarian, to be critically injured or ill and must be euthanized for humane purposes.
- (d) An owner or custodian may surrender its animal to the animal care facility upon the completion of a signed surrender form. Upon surrender, the animal shall become the property of the county Animal Services Department with title to ownership vested therein and may be placed for adoption or euthanized. It shall be unlawful for a person to furnish false information on the animal surrender form.

Sec. 5-16. Civil hearing petition and hearing procedure.

- (a) Except as provided otherwise in this chapter, an Animal Care Officer may, upon its own initiative, petition the appropriate magistrate for a civil hearing when:
 - (1) A person suspected of violating any provision of this chapter is charged by an Animal Care Officer with such violation; or

- (2) An Animal Care Officer finds an animal within the unincorporated area of the county as a result of a violation or alleged violation by the owner or custodian, whether known or unknown, of the provisions of this chapter.
- (b) The civil hearing will be held (prior to the uniform ordinance summons criminal proceeding) to determine physical custody of the animal and at the conclusion of that hearing, the magistrate shall issue an order with its determination of whether the animal remains with or is returned to the owner or custodian or whether title to ownership is transferred to the county Animal Services Department.
 - (c) The civil hearing shall be set not more than ten (10) business days from the date the animal was impounded. The Animal Care Officer or its designee shall, at least five (5) business days prior to the civil hearing, serve written notice of the time and place of the civil hearing upon the owner or custodian if known and residing within the jurisdiction wherein the animal is found. If the owner or custodian is unknown or cannot be found within the jurisdiction wherein the animal was found, the Animal Care Officer shall post a copy of the civil hearing notice at the property where the animal was seized
 - (d) In determining whether the owner or custodian is able to adequately provide for the animal or is a fit person to own or have custody of the animal, the magistrate may take into consideration the owner or custodian's convictions under this chapter and convictions similar thereto, the owner or custodian's mental and physical condition, and other applicable criteria; and
 - (1) Notwithstanding subsection (2), if the civil hearing is held in response to a violation or alleged violation of this chapter and the magistrate orders the animal to remain with or be returned to its owner or custodian, the animal care facility shall release the animal pursuant to Section 5-17, provided that all other redemption requirements are met; or
 - (2) If the civil hearing is held in response to a violation or alleged violation of Section 5-7 and the magistrate orders the animal to remain with or be returned to its owner or custodian, the magistrate is to include in its order that the animal is not to be released until the magistrate receives from the Animal Care Officer confirmation the owner or custodian has proper confinement for the animal as defined in Section 5-7, provided that all other redemption requirements are met.
 - (e) If the owner or custodian does not redeem the animal within seven (7) business days of the issuance of the magistrate's order, the animal shall become the property of the county Animal Services Department and may be placed for adoption or euthanized.

- (f) Nothing in this section shall be construed as to prohibit the immediate euthanizing of an animal after seizure or impoundment and without regard to a civil hearing or the uniform ordinance summons criminal proceeding when:
- (1) The animal is determined by the animal care facility superintendent or its designee, in agreement with a licensed veterinarian, to be a danger to other animals or persons at the animal care facility, infectious to other animals, or in pain or near death; or
 - (2) The animal is determined by the animal care facility superintendent or its designee, in agreement with a licensed veterinarian, to be critically injured or ill and must be euthanized for humane purposes.

Sec. 5-17. Redemption.

- (a) The owner or custodian of an animal impounded pursuant to the provisions of this chapter shall have the right to redeem such animal prior to the applicable redemption deadline upon payment of all fees, proof of vaccination, and an implanted microchip, provided that all other redemption requirements have been met. The fees set forth shall be doubled for a pet impounded twice or more within the same 12-month period. An animal attempted to be redeemed after the redemption deadline may not be released to the owner or custodian without due cause as determined solely by the Animal Services Director or its designee.
- (b) Impounded animals must be spayed or neutered prior to redemption, unless the owner or custodian of the animal can provide:
- (1) A statement from a licensed veterinarian that the animal, due to health reasons, could not withstand sterilization surgery;
 - (2) Proof of participation in a nationally recognized conformation or performance event occurring within the past twelve (12) months; or
 - (3) Proof the animal is currently being used for hunting purposes and has properly been registered with a nationally recognized organization which sanctions hunting tests and/or field trials.
- (c) Positively identifiable animals:
- (1) A positively identifiable animal is one which bears or wears a legible and traceable current permanent number, county license tag or rabies vaccination tag, tattoo, or microchip pursuant to S.C. Code of Laws Annotated Section 47-3-510 (1999) or one which is known by the county Animal Services Department to belong to an owner or custodian positively identifiable by the county Animal Services Department.
 - (2) With the exception of an animal to be released by a magistrate's order, the county Animal Services Department shall notify the owner or custodian of a

positively identifiable impounded animal at the last known address by registered mail that the dog is in its possession. The owner or custodian has fourteen (14) calendar days from the date of mailing to notify the county Animal Services Department or the animal care facility that they will redeem the animal and (14) calendar days from that notification to redeem the animal from the animal care facility. The animal must be redeemed pursuant to Section 5-17, provided that all other redemption requirements are met.

- (3) Animals released pursuant to a magistrate's order must be redeemed within seven (7) business days after the issuance of the order, provided that all other redemption requirements are met.
- (d) Non-positively identifiable animals must be redeemed within five (5) calendar days of impound.
- (e) If the owner or custodian of an animal impounded at the animal care facility fails to redeem the animal within the prescribed time, the animal will be deemed abandoned, shall become the property of the county Animal Services Department with title to ownership vested therein, and may be placed for adoption or euthanized.
- (f) If the animal has been impounded more than once for a violation of this chapter, the animal shall be spayed or neutered by the animal care facility, regardless of whether proof pursuant to subsection (b) is provided, and the costs of such shall be added to all other required redemption fees.

Sec. 5-18. Adoption.

- (a) An animal impounded under any provision of this chapter, which is the property of the county Animal Services Department, may be adopted, provided the new owner agrees to comply with the provisions contained herein and pays all applicable fees.
- (b) Individuals adopting puppies or kittens too young to be neutered, spayed, or receive rabies vaccinations at the time of adoption will pay the cost of these procedures at the time of adoption and be given an appointment for a later date to have these procedures performed. The fees paid for these procedures will be refunded if the animal is deceased prior to the appointment date.

Sec. 5-19. Interference with animal care officers.

It shall be unlawful for a person to interfere with, hinder, or molest an Animal Care Officer in the performance of their duty or seek to release an animal in the custody of an Animal Care Officer without such officer's consent.

Sec. 5-20. Complainant's identification.

A person reporting a violation of this chapter and/or requesting a summons be issued must provide identification to the Animal Care Officer. The identity, or information tending to reveal the identity, of an individual who in good faith makes a complaint or otherwise

discloses information, which alleges a violation of this chapter, shall remain confidential, unless the complainant authorizes the release of their identity.

Sec. 5-21. TNR/Community Cat Diversion.

“Trap, Neuter, and Return or TNR is the approach to preventing or reducing cat overpopulation whereby community cats located in the county may be: humanely trapped by citizens, spayed or neutered, vaccinated, and eartipped by licensed veterinarians; and returned to the area from which they were trapped. This approach is also referenced in this chapter as “trap, sterilize, and return.” Richland County recognizes the need to prevent or reduce cat overpopulation and that citizens voluntarily engage in humane TNR activity to achieve this goal with cooperation from facilities which may elect to implement programs to assist citizens with the TNR approach. Facilities, as defined in this section, means facilities which are not the county’s animal care facility, and are: veterinary hospitals or clinics operated by veterinarians or facilities operated, owned or maintained by an incorporated humane society or other nonprofit organization for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals. Community Cats are exempt from licensing and related fees.

Sec. 5-22. Penalties.

- (a) A person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both. Each day's continuing violation shall constitute a separate and distinct offense.
- (b) An owner or custodian of an animal convicted of violating Section 5-4(a)(4) of this chapter forfeits ownership, charge, or custody of the animal and at the discretion of the court, the person convicted of such violation may be ordered to pay all costs incurred by the county Animal Services Department prior to the conviction to care for the animal and related expenses.

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. 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 July 16, 2024.


RICHLAND COUNTY COUNCIL

BY: Jessica Mackey
Jessica Mackey, Chair

Richard County Attorney's Office
Robert D. Long
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

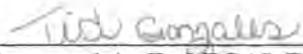
Attest this 17th day of

July, 2024



Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

 06/26/2024
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: July 2, 2024
First Reading: April 9, 2024
Second Reading: July 2, 2024
Third Reading: July 16, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 026-24HR

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

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

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

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

WHEREAS, US Brick, LLC ("Sponsor"), desires to relocate its headquarters to and expand its manufacturing facility in the County ("Project") consisting of taxable investment in real and personal property of not less than \$3,700,000 and the creation of thirty (30) new, full-time jobs; and

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

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

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

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

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

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

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

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park ("Park Agreement"), the expansion of the Park's boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, 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 Sponsor under this Ordinance and the Fee Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

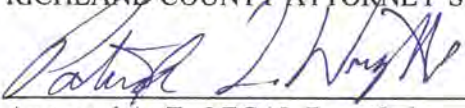


Jessica Mackey, Chair
Richland County Council

(SEAL)
ATTEST:

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: June 18, 2024
Second Reading: July 2, 2024
Public Hearing: July 16, 2024
Third Reading: July 16, 2024

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

US BRICK, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JULY 16, 2024

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SUMMARY OF CONTENTS OF

FEE AGREEMENT

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	US Brick, LLC	Section 1.1
Project Location	Richland County	Exhibit A
Tax Map No.	R22804-05-06	Exhibit A
FILOT		
• Phase Exemption Period	30 years	Section 1.1
• Contract Minimum Investment Requirement	\$3,700,000	Section 1.1
• Contract Minimum Jobs Requirement	30	Section 1.1
• Investment Period	5 years	Section 1.1
• Assessment Ratio	6%	Section 4.1
• Millage Rate	.5868	Section 4.1
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1
• Claw Back Information	Pro rata repayment of Infrastructure Credit	Section 6.1
Multicounty Park	Fairfield County	Section 1.1
Infrastructure Credit		
• Brief Description	35% infrastructure credit	Exhibit D
• Credit Term	10 years	Exhibit D
• Claw Back Information	Pro rata repayment	Exhibit D
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is entered into, effective, as of July 16, 2024, between Richland County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Richland County Council ("County Council") as the governing body of the County, and US Brick, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor").

WITNESSETH:

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

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

(c) The Sponsor has committed to relocate its headquarters to and expand its manufacturing facility ("Facility") in the County, consisting of taxable investment in real and personal property of not less than \$3,700,000 and the creation of thirty (30) new, full-time jobs;

(d) By an ordinance enacted on [July 16], 2024, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to relocate and expand its Facility in the County.

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

ARTICLE I
DEFINITIONS

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

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

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

"Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the

Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2025.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$3,700,000.

“**Contract Minimum Jobs Requirement**” means not less than thirty (30) full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

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

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

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

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

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

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

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

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

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

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

"Final Termination Date" means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2059, the Final Termination Date is expected to be January 15, 2061, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

"Investment Period" means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2030.

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

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

"Net FILOT Payment" means the FILOT Payment net of the Infrastructure Credit.

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

(c) The County identified the Project, as a "project" on April 16, 2024 and adopted an Inducement Resolution, as defined in the Act on June 18, 2024.

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

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

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

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

(b) The Sponsor intends to operate the Project as a headquarters and manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

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

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

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

**ARTICLE III
THE PROJECT**

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the

Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2026, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to .5868, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure

by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

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

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

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

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

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

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

**ARTICLE V
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI
CLAW BACK**

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

**ARTICLE VII
DEFAULT**

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

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

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

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

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

Section 7.2. Remedies on Default.

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

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

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

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

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

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

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("**Confidential Information**") and that disclosure of the Confidential Information could result in substantial economic harm

to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "**Confidential Information.**" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

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

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

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

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

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

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under

this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold, condition or delay. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days after the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments. For the avoidance of doubt, the transfer of an equity interest in a Sponsor shall not be considered an assignment requiring prior written consent of the County or subsequent ratification by the County. Further, as provided in the Act, prior written consent of the County or subsequent ratification by the County is not required for financing-related transfers.

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

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

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

Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

**ARTICLE X
MISCELLANEOUS**

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

IF TO THE SPONSOR:

US Brick, LLC
Attn: President
701 East Bay Street, Suite 112
Charleston, South Carolina 29403

WITH A COPY TO (does not constitute notice):

Moore & Van Allen PLLC
Attn: Manning Unger
78 Wentworth Street
Charleston, South Carolina 29401

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied

confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: Jessica Mackey
Jessica Mackey, County Council Chair
Richland County, South Carolina

ATTEST:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

Robert L. Higgins
Approved As To LEGAL Form Only
No Opinion Rendered As To Content

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

US BRICK, LLC

By: _____
Its: _____

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

**EXHIBIT A
PROPERTY DESCRIPTION**

Tax Map Number R22804-05-06
9931 Two Notch Road, Columbia, South Carolina 29223

**EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective July 16, 2024 (“Fee Agreement”), between Richland County, South Carolina (“County”) and US Brick, LLC (“Sponsor”).

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

_____ Date

Name of Entity
By: _____
Its: _____

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

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

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

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

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

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

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

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

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

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

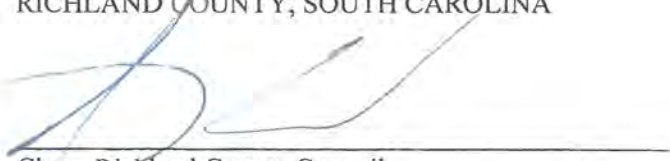
Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The County shall provide a 35% Infrastructure Credit against the FILOT Payments due and owing from the Sponsor to the County with respect to the Project as provided in this Fee Agreement.

The Sponsor is eligible to receive the Infrastructure Credit against each of the Sponsor's FILOT Payments due with respect to the Project for a period of ten (10) consecutive years, beginning with the first such FILOT Payment due with respect to the Project.

**EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK**

Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement (may not exceed 100%)

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement (may not exceed 100%)

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example only, if the County granted \$100,000 in Infrastructure Credits, and \$15,000,000 had been invested at the Project and 31 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$15,000,000 / \$16,000,000 = 93.75%

Jobs Achievement Percentage = 31 / 30 = 100%

Overall Achievement Percentage = (93.75% + 100%) / 2 = 96.875%

Claw Back Percentage = 100% - 96.875% = 3.125%

Repayment Amount = \$100,000 x 3.125% = \$3,125.00

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 027-24HR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the County Council has determined the most advantageous approach to timely address the Transportation Needs for the citizens of the County is to pay for a significant portion of the Transportation Costs through the imposition of a Transportation Penny ("*New Penny*") that would commence following the termination of the collection of the Prior Penny and continue for a period of 25 calendar years from the date of imposition, subject to a referendum to be held on November 5, 2024 ("*Referendum*");

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

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

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

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

Section 2. *Fulfillment of Statutory Requirements.*

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

(i) **Community Investment Projects:** These projects address the integrity, safety, reliability and sustainability of the transportation infrastructure in local communities and impact the day-to-day activities of citizens and local businesses. These projects may include viable and unfunded 2012 penny projects as well as road improvements, widening, resurfacing, paving of dirt roads, intersection improvements, bikeways, greenbelts, greenways, sidewalks, and other pedestrian-friendly enhancements;

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

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

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

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

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

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

1. 30%, or approximately \$1.350 billion, to County Advancement Projects;
 2. 48%, or approximately \$2.160 billion, to Community Investment Projects;
- and
3. 22%, or approximately \$990 million, to COMET Enhancement Projects.

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

Section 3. Referendum Matters.

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

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

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

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

Section 6. Budget and Audit Matters.

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

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

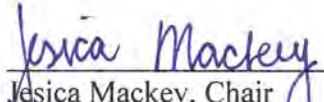
(c) **Annual Audits.** Except as specifically authorized by County Council, any outside agency or organization receiving an appropriation of the New Penny must provide to County Council an independent annual audit of such agency's or organization's financial records and transactions and such other and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

Section 7. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

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

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

RICHLAND COUNTY, SOUTH CAROLINA



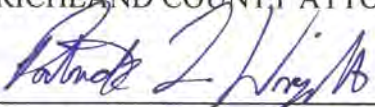
Jessica Mackey, Chair
Richland County Council

(SEAL)
ATTEST:



Anette Kurylo, Clerk of Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

First Reading: April 9, 2024
Second Reading: May 14, 2024
Public Hearing: July 9, 2024
Third Reading: July 16, 2024

Broad River Rod (I-26 (Exit 97) to Dutch Fork Rd)
 US 76 (from Broad River Rd (US 176) to SC 6)
 US 76 (from Shadowood Dr to Richland County Line)
 Langford Rd (from Main St to Hardscrabble Rd)
 Main St (US 21) (from I-77 (Ex 24) to Langford)
 Blythewood Rd (from I-77 (Ex 27) to Main St)
 Longtown Rd (from Farrow Rd to Longtown Rd E/W)
 N Springs Rd (from Brickyard Rd to Clemson Rd)
 Spears Creek Ch Rd (from I-20 (Ex 82) to Percival Rd)
 Garners Ferry Rd (from Trotter Rd to Lower Richland Blvd)
 Patterson Rd (from Garners Ferry Rd to Caroline Rd)
 Bookman Rd S-53 (from Two Notch Rd to Kelly Mill Rd)
 Percival Rd (from Forest Dr to Decker Blvd)
 Percival Rd (from I-77 to Clemson Rd)
 Rimer Rd (from US 21 to Hardscrabble)
 Rabon Rd (from SC 555 to US 1)
 Beltline Blvd (from Elmhurst to River Dr)
 South Stadium Road (from Bluff Rd to the End)
 National Guard Rd (from Bluff Rd to the End)
 Bluff Industrial Blvd (from Bluff Rd to Silo Ct)
 Silo Ct (from Bluff Industrial Blvd to the End)

Railroad Projects [\$30 million]

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

Construction of new roadways to open transportation corridors or provide alternated roadways. New roadways which have been identified for potential construction are as follows: [\$35 million]

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

Traffic Safety and Congestion Relief [\$20 million]

Intersection improvements and traffic signal installation and upgrades at major transportation corridors or at roadways in areas of anticipated growth or having large traffic volume.

Road Resurfacing and Rebuilding [\$75 million]

To improve the overall conditions and safety of major transportation corridors or roadways in areas of anticipated growth or having large traffic volume. These may include roadways owned and maintained by the State, the County or the other municipalities.

Emerging County Advancement Needs [\$250 million]

Expected funds necessary to address emerging needs in the County.

COMET Enhancement Projects - 22%:

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

EXHIBIT B
FORM OF REFERENDUM QUESTIONS

RICHLAND COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

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

Project (1) - Community Investment Projects: These projects address the integrity, safety, reliability and sustainability of the transportation infrastructure in local communities and impact the day-to-day activities of citizens and local businesses. These projects may include viable and unfunded 2012 penny projects as well as road improvements, widening, resurfacing, paving of dirt roads, intersection improvements, bikeways, greenbelts, greenways, sidewalks, and other pedestrian-friendly enhancements.

48% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the Community Investment Projects, which is expected to be \$2.160 billion.

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

30% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the County Advancement Projects, which is expected to be \$1.350 billion.

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

22% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the COMET Enhancement Projects, which is expected to be \$990 million.

YES _____
NO _____

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

QUESTION 2

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

YES _____
NO _____

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION
Resolution # 2024-0716-001

APPROVING A SPONSOR AFFILIATE TO JOIN IN ONE OR MORE FEE AGREEMENTS AMONG MCENTIRE PRODUCE, INC., R.C. MCENTIRE TRUCKING, INC., MCENTIRE LIMITED PARTNERSHIP, AND RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County (“County”) is a political subdivision of the State of South Carolina and, as such, has all powers granted to counties by the Constitution and the general law of this State;

WHEREAS, pursuant to the authority provided in Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended, the County entered into:

(a) a Fee Agreement with McEntire Produce, Inc., R.C. McEntire Trucking, Inc., and McEntire Limited Partnership dated July 12, 2006, as amended by that certain Amendment to 2006 and 2012 Fee Agreements dated December 4, 2018 (the “2006 Fee Agreement”);

(b) a Fee Agreement with McEntire Produce, Inc., R.C. McEntire Trucking, Inc., and McEntire Limited Partnership dated June 5, 2012, as amended by that certain Amendment to 2006 and 2012 Fee Agreements dated December 4, 2018 (the “2012 Fee Agreement”); and

(c) a Fee Agreement with McEntire Produce, Inc., R.C. McEntire Trucking, Inc., and McEntire Limited Partnership dated March 5, 2024 (the “2024 Fee Agreement,” and together with the 2006 Fee Agreement and 2012 Fee Agreement, the “Fee Agreements”); and

WHEREAS, pursuant to the terms of the Fee Agreements, McEntire Produce, Inc., R.C. McEntire Trucking, Inc., and McEntire Limited Partnership (collectively, the Company”) have made or will make certain taxable investment in real and personal property in the County to establish and/or expand one or more commercial facilities in the County (“Projects”) and the County agreed, among other things, to accept fee-in-lieu of tax payments with respect to the Economic Development Property, as defined in the Act and the Agreements, comprising the Projects;

WHEREAS, pursuant to the terms of the Agreements and Section 12-44-130 of the Act, the Company is authorized to designate, from time to time, entities that may join with the Company in the investment in the Projects;

WHEREAS, the Company has identified and desires for FIP Master Funding XXIV, LLC, a Delaware limited liability company to join the Company as a sponsor affiliate (a “Sponsor Affiliate”) in the investments in the Projects; and

WHEREAS, pursuant to Act and the Agreement, the Company has requested the County approve the addition of the Sponsor Affiliate to each of the Fee Agreements.

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

Section 1. Sponsor Affiliate. The County hereby approves the Sponsor Affiliate as required under the Act and the Fee Agreements. Based on representations made by the Company to the County, the County acknowledges and affirms that the approval of the Sponsor Affiliate and its joining in the investment in the Projects do not (i) diminish the obligations of the Company under the Fee Agreements or (ii) materially impact the obligations of the County under the Fee Agreements. The Sponsor Affiliate’s joining in the Fee Agreements and the investment in the Projects will be effective on delivery of executed Joinder Agreements which bind the Sponsor Affiliate to the terms of the Fee Agreements, as required by Section 12-44-130 of

the Act. The Joinder Agreements to be executed by the Sponsor Affiliate are to be substantially in the form attached hereto as Exhibit A and hereby approved, or with such revisions thereto as are not materially adverse to the County and as shall be approved by the officials of the County executing the same.

Section 2. Authorization. The County Council authorizes the Chairman of the County Council, the County Administrator, for and on behalf of the County, to take whatever further actions as may be reasonably necessary and prudent to effect the intent of this Resolution.

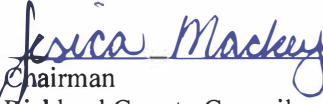
Section 3. Severability. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.


Section 4. Repealer Clause. All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

[Signature Page Follows]

APPROVED AND ADOPTED IN A MEETING THIS 16TH DAY OF JULY, 2024.

RICHLAND COUNTY, SOUTH CAROLINA


Chairman
Richland County Council


Richland County Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

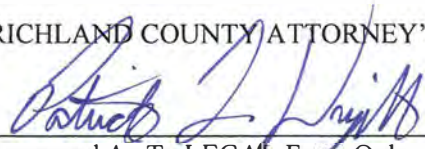

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

EXHIBIT A

Form of Joinder Agreement

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [] (“Fee Agreement”), among Richland County, South Carolina (“County”), McEntire Produce, Inc. (“Sponsor”), R.C. McEntire Trucking, Inc. (“RCM”), and McEntire Limited Partnership (“MLP”).

1. Joinder to Fee Agreement.

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

2. No Defaults.

As of the date hereof, there are no defaults by any party to the Fee Agreement and there are no conditions that, with the passage of time or the giving of notice, or both, would constitute a default by any party to the Fee Agreements.

3. Capitalized Terms.

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

4. Representations of the Sponsor Affiliate.

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

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

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

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

5. Governing Law.

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

6. Notice.

Notices to the Sponsor Affiliate under the Fee Agreement shall be sent to:

FIP Master Funding XXIV, LLC
2425 E. Camelback Road, Suite 800
Phoenix, AZ 85016
Attn: Matt Burbach, Partner
Email: matt@fundamentalincome.com
Phone: (602) 448-5226

With a copy to:

Dorsey & Whitney LLP
2325 E. Camelback Road, Suite 300
Phoenix, Arizona 85016
Attn: Benjamin Thinnis and Brian McNamara
Email: Thinnis.Ben@dorsey.com; McNamara.Brian@dorsey.com
Phone: (602) 735-2717

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

Date

FIP Master Funding XXIV, LLC

By: _____

Its: _____

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

RICHLAND COUNTY, SOUTH CAROLINA

Jessica Mackey

By: _____
Its: _____

RICHLAND COUNTY ATTORNEY'S OFFICE

Patrick L. Smith

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

APPROVING THE ASSIGNMENT TO THE WATERS AT CROSSPOINTE, LLC OF ALL THE RIGHTS, INTERESTS, AND OBLIGATIONS OF CROSSPOINTE AT KILLIAN, LLC UNDER THAT CERTAIN PUBLIC INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN CROSSPOINTE AT KILLIAN, LLC AND RICHLAND COUNTY, SOUTH CAROLINA (“CREDIT AGREEMENT”); AUTHORIZING THE COUNTY’S EXECUTION AND DELIVERY OF AN ASSIGNMENT AND ASSUMPTION OF PUBLIC INFRASTRUCTURE CREDIT AGREEMENT IN CONNECTION WITH SUCH ASSIGNMENT; AND AUTHORIZING OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (“County Council”), 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, the “Act”), as well as by an Ordinance duly enacted by the County Council on December 13, 2022, did previously enter into that certain Public Infrastructure Credit Agreement, dated as of December 13, 2022 (the “Credit Agreement”), with Crosspointe at Killian, LLC, an Indiana limited liability company (“Crosspointe at Killian”), pursuant to which Crosspointe at Killian committed to, among other things, make certain taxable investment in real and personal property in the County to establish market rate housing in the County (here and hereinafter, and as further defined in the Credit Agreement, the “Project”) and the County agreed, among other things, to grant certain Public Infrastructure Credits (as defined in the Credit Agreement) to Crosspointe at Killian to pay the costs of designing, acquiring, constructing, improving and expanding certain Project Public Infrastructure (as defined in the Credit Agreement) in connection with the Project;

WHEREAS, Crosspointe at Killian desires to assign to The Waters at Crosspointe, LLC, a Louisiana limited liability company (as successor in interest to Stoa Holdings, L.L.C., a Louisiana limited liability company) (the “Company”) and the Company desires to assume all of Crosspointe at Killian’s rights, title, interest and obligations in connection with the acquisition, development and construction of the Project, including Crosspointe at Killian’s right, title, interest and obligations under the Credit Agreement (“Assignment”);

WHEREAS, pursuant to Section 4.2 of the Credit Agreement, Crosspointe at Killian may assign or otherwise transfer any of its rights and interest in the Credit Agreement under certain conditions set forth therein including, but not limited to, the prior written consent of the County, which such consent may be given by resolution; and

WHEREAS, in satisfaction of such conditions, and upon request by Crosspointe at Killian and the Company, the County desires to approve the Assignment, and as further evidence of such approval, to execute and deliver an Assignment and Assumption of Public Infrastructure Credit Agreement with Crosspointe at Killian and the Company, the substantially final form of which is attached hereto as Exhibit A (the “Assignment and Assumption Agreement”); and,

WHEREAS, it appears that the Assignment and Assumption Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Approval of Credit Agreement Assignment. The County hereby approves the Assignment and acknowledges that, to the extent required by the Credit Agreement, this Resolution is an official consent to

the Assignment for purposes of Section 4.2 of the Credit Agreement. This Assignment is effective as of the delivery of an executed Assignment and Assumption Agreement, which such Assignment and Assumption Agreement is to be substantially in the form attached hereto as Exhibit A and hereby approved, or with such revisions thereto as are not materially adverse to the County and as shall be approved by the officials of the County executing the same.

Section 2. Authorization. The County Council authorizes the Chairman of the County Council, the County Administrator for and on behalf of the County, to take whatever further actions as may be reasonably necessary and prudent to effect this Resolution.

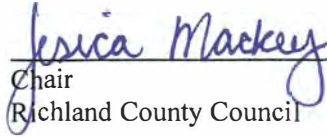
Section 3. Severability. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 4. Repealer Clause. All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

[End of Resolution]

APPROVED AND ADOPTED IN A MEETING THIS 16TH DAY OF JULY, 2024.

RICHLAND COUNTY, SOUTH CAROLINA


Chair
Richland County Council


Clerk to Council
Richland County Council

RICHLAND COUNTY, ATTORNEY'S OFFICE

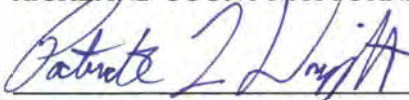

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No Opinion Rendered As To Content

EXHIBIT A

Form of Assignment and Assumption of Public Infrastructure Credit Agreement

See attached.

**ASSIGNMENT AND ASSUMPTION
OF PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PUBLIC INFRASTRUCTURE CREDIT AGREEMENT (this “Assignment and Assumption Agreement”) is made and entered into to be effective as of the PSA Assignment Date (as defined below), by and among **CROSSPOINTE AT KILLIAN, LLC**, an Indiana limited liability company (“Assignor”), **THE WATERS AT CROSSPOINTE, LLC**, a Louisiana limited liability company (“Assignee”), and **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (the “County”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (“County Council”), 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, the “Act”), as well as by an Ordinance duly enacted by the County Council on December 13, 2022, did previously enter into that certain Public Infrastructure Credit Agreement, dated as of December 13, 2022 (the “Credit Agreement”), with Assignor pursuant to which Assignor committed to, among other things, make certain taxable investment in real and personal property in the County to establish market rate housing in the County (here and hereinafter, and as further defined in the Credit Agreement, the “Project”) and the County agreed, among other things, to grant certain Public Infrastructure Credits (as defined in the Credit Agreement) to Assignor to pay the costs of designing, acquiring, constructing, improving and expanding certain Project Public Infrastructure (as defined in the Credit Agreement) in connection with the Project; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated as of December 2, 2021, by and between Crossings Development, LLC, a South Carolina limited liability company (“Seller”), and Assignor (as successor in interest to Crestline Investments, LLC, an Indiana limited liability company) (as amended, restated, supplemented, or otherwise modified from time to time, the “PSA”), Assignor agreed to purchase from Seller, and Seller agreed to sell to Assignor, certain real property located in the County, including, without limitation, the Land (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Agreement to Assign, dated as of March 26, 2024, by and between Assignor and Assignee (as successor in interest to Stoa Holdings, L.L.C., a Louisiana limited liability company) (the “Agreement to Assign”), Assignor has assigned to Assignee, and Assignee has assumed from Assignor, effective as of [_____] 2024 (the “PSA Assignment Date”), all of Assignor’s rights, title, interest, and obligations in, to and under the PSA (the “PSA Assignment”) for purposes of Assignee assuming the acquisition, construction and development of the Project from Assignor and, as such, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, effective as of the PSA Assignment Date, all of Assignor’s obligations, rights, title, and interest in, to, and under the Credit Agreement (the “Credit Agreement Assignment”); and

WHEREAS, pursuant to Section 4.2 of the Credit Agreement, Assignor may assign or otherwise transfer any of its rights and interest in the Credit Agreement under certain conditions set forth therein including, but not limited to, the prior written consent of the County, which such consent was granted by the County by a Resolution of the County Council dated July 16, 2024 (the “Resolution”); and

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

1. PSA Assignment; Credit Agreement Assignment. Assignor and Assignee each acknowledge and represent that, pursuant to the PSA Assignment, and effective as of the PSA Assignment Date, all of Assignor's rights, title, interest, and obligations in, to and under the PSA have been transferred to Assignee and its successors and assigns, absolutely and forever, and, in connection therewith, Assignor does hereby assign, and Assignee does hereby assume, all of Assignor's obligations, rights, title, and interest in, to, and under the Credit Agreement as of the PSA Assignment Date.

2. Acknowledgement of the County. The County hereby confirms its approval of the Credit Agreement Assignment as set forth in the Resolution, to be effective as of the PSA Assignment Date. The County hereby acknowledges that the Credit Agreement, and all of Assignor's obligations, rights, title, and interest in, to, and under the Credit Agreement have been transferred to and assumed by Assignee as of the PSA Assignment Date and subject to the terms of the Credit Agreement agrees to grant Public Infrastructure Credits to Assignee with respect to the Project, including, but not limited to, the Property for the Credit Term (as such terms are defined in the Credit Agreement) and up to an amount equal to the Project Public Infrastructure costs invested by the Assignee or the Master Developer (as defined in the Credit Agreement), all as set forth in greater detail in the Credit Agreement.

3. Mutual Indemnities. Assignor agrees to indemnify, defend and hold Assignee, its affiliates, successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities (collectively, "Claims") that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the Credit Agreement, provided that any such obligation accrued and that such failure occurred prior to the PSA Assignment Date. Assignee agrees to indemnify, defend and hold Assignor, its affiliates, successors and assigns, harmless from and against any and all Claims that: (a) result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the Credit Agreement, provided that any such obligation accrued and that such failure occurred on or after the PSA Assignment Date; or (b) arise from any modification or amendment to the Credit Agreement on or after the PSA Assignment Date.

4. Representations and Warranties by Assignor and County. Assignor hereby represents and warrants to Assignee that, to the best of Assignor's knowledge, Assignor is not in default under the Credit Agreement as of the PSA Assignment Date. The County hereby represents that, to the best of the County's knowledge, Assignor is not in default under the Credit Agreement.

5. Notices. From and after the PSA Assignment Date, the parties hereto agree that the address to be utilized with respect to Assignee under Section 4.7 of the Credit Agreement shall hereafter be as follows:

The Waters at Crosspointe, LLC
c/o Stoa Holdings, L.L.C.
Attn: Prescott Bailey
210 East Morris Avenue
Hammon, Louisiana 70403

with a copy to:

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
Columbia, South Carolina 29201

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

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

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

9. Severability. In the event that any clause or provisions of this Assignment and Assumption Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions hereof.

10. Counterparts; Electronic Signature. This Assignment and Assumption Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signature pages may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or other similar means whereby each original signature has been reproduced (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g. www.docuSign.com), and all reproduced signatures shall be deemed “electronic signatures” and equivalent to an original signature for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor, Assignee, and the County have caused this Assignment and Assumption of Public Infrastructure Credit Agreement to be executed as of the PSA Assignment Date.

COUNTY:

Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina



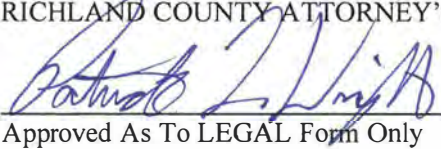
Chair
Richland County Council

ATTEST:



Clerk to Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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IN WITNESS WHEREOF, Assignor, Assignee, and the County have caused this Assignment and Assumption of Public Infrastructure Credit Agreement to be executed as of the PSA Assignment Date.

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Chair
Richland County Council

ATTEST:



Clerk to Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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ASSIGNOR:

Crosspointe at Killian, LLC, an Indiana limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

The Waters at Crosspointe, LLC, a Louisiana limited liability company

By: _____
Name: _____
Title: _____