

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**



**TUESDAY MAY 7, 2024**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2024-2025



Deirrek Pugh  
District 2  
Vice Chair



Jason Branham  
District 1



Gretchen Barron  
District 7



Yvonne McBride  
District 3



Paul Livingston  
District 4



Allison Terracio  
District 5



Don Weaver  
District 6



Overture Walker  
District 8



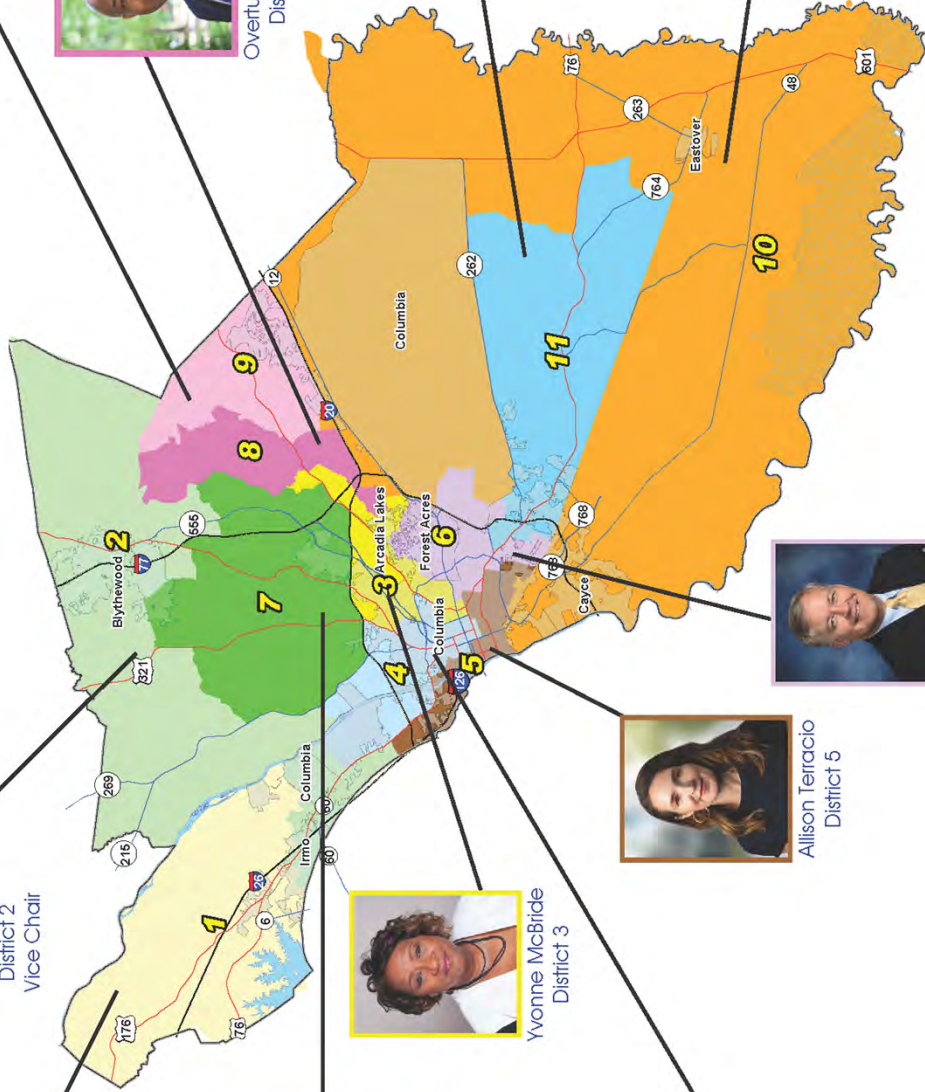
Chakisse Newton  
District 11



Cheryl English  
District 10



Jessica Mackey  
District 9  
Chair





**Richland County  
Regular Session**

**AGENDA**

May 7, 2024 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

- 1. CALL TO ORDER**

The Honorable Jessica Mackey, Chair  
Richland County Council

  - a. ROLL CALL
- 2. INVOCATION**

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

The Honorable Gretchen Barron
- 4. RESOLUTIONS**

The Honorable Jessica Mackey

  - a. A Resolution Honoring "National Public Works Week"  
May 19-25, 2024
  - b. A Resolution Recognizing Robin Waites, Executive  
Director - Historic Columbia
  - c. A Resolution Honoring Richland County Correctional  
Officers Week, May 5<sup>th</sup> - 11<sup>th</sup>, 2024
  - d. Ratification of a Resolution Recognizing Benedict  
College's 35th Annual Harambee Festival
  - e. Ratification of a Resolution Recognizing James T.  
McLawhorn, Jr.
  - f. Ratification of a Resolution Recognizing April 28 -May  
4, 2024 as Small Business Week
- 5. APPROVAL OF MINUTES**

The Honorable Jessica Mackey

  - a. Regular Session: April 16, 2024 [\[PAGES 10-15\]](#)
  - b. Zoning Public Hearing: April 23, 2024 [\[PAGES 16-18\]](#)
- 6. ADOPTION OF AGENDA**

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

Patrick Wright,  
County Attorney

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

- a. 3650 Bluff Road Property Acquisition Update
- b. Personnel Matters: Discussion & Legal Advice Concerning Duties of the County Administrator
- c. Offer to Purchase: 1221 Gregg Street, Columbia, SC 29201, TMS # R11406-16-16 and TMS # R11406-16-17 and adjacent property 1306 Barnwell Street, Columbia, SC 29201 TMS #R11406-16-26 [Pursuant to S. C. Code Sect. 30-4-70(a)(2) and (5)]
- d. Randolph v. Richland County [Pursuant to S.C. Code Sect. 30-4-70(a)(2)]

**8. CITIZEN'S INPUT**

The Honorable Jessica Mackey

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

**9. CITIZEN'S INPUT**

The Honorable Jessica Mackey

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

**10. REPORT OF THE COUNTY ADMINISTRATOR  
[PAGES 19-78]**

Leonardo Brown,  
County Administrator

- a. Updates for Consideration:
  - 1. Alvin S. Glenn Detention Center - April 23rd Letter from South Carolina Department of Corrections (SCDC) Division Director of Jails Inspections [\[PAGES 20-21\]](#)
  - 2. Community Planning & Development - Conservation Division - Forestry Stewardship Plan [\[PAGES 22-45\]](#)
- b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance)
  - 1. County Utilities - 7525 Broad River Road Easement Relocation Open Agreement for Western Lane [\[PAGES 46-77\]](#)
  - 2. Updated Transportation Road Map [\[PAGE 78\]](#)

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

Anette Kirylo,  
Clerk of Council

**12. REPORT OF THE CHAIR**

The Honorable Jesica Mackey

**13. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Jesica Mackey

- a. An Ordinance authorizing the easements to Dominion Energy South Carolina, Inc. to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines; located on property owned by Richland County at 1364 Northpoiont Blvd.; and as is more fully described herein
- b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by adding Section 18-10, so as to prohibit the desecration of a gravesite, cemetery, or burial ground and to provide penalties
- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl

**14. APPROVAL OF CONSENT ITEMS**

The Honorable Jesica Mackey

- a. An Ordinance authorizing the easements to Dominion Energy South Carolina, Inc. to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines; located on property owned by Richland County at 1364 Northpoint Blvd.; and as is more fully described herein [THIRD READING] [\[PAGES 79-85\]](#)
- b. Case #24-006MA  
Sam Reynolds  
OS to R2 (.04 Acres)  
Windermere Village  
TMS #R20510-02-03 (portion of) [SECOND READING] [\[PAGES 86-87\]](#)
- c. Amendment to Chapter 17, Section 9- Through Truck Traffic Prohibited [FIRST READING] [\[PAGES 88-93\]](#)

**15. THIRD READING ITEMS**

The Honorable Jesica Mackey

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by adding Section

18-10, so as to prohibit the desecration of a gravesite, cemetery, or burial ground and to provide penalties [PAGES 94-96]

**16. SECOND READING ITEMS**

The Honorable Jesica Mackey

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl [PAGES 97-152]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Charge to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 153-187]

**17. FIRST READING ITEMS**

The Honorable Jesica Mackey

- a. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2024 through June 30, 2025. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2024 and ending June 30, 2025 [BY TITLE ONLY] [PAGE 188]
- b. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2024 through June 30, 2025 [BY TITLE ONLY] [PAGE 189]

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

The Honorable Chakisse Newton

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



the individual or business is a repeat offender within a twelve-month period [BRANHAM and ENGLISH - February 26, 2024] [PAGES 190-198]

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

The Honorable Overture Walker

- a. Department of Public Works - Engineering Division - Summit Parkway/Summit Ridge Budget Increase [PAGES 199-201]
- b. Department of Public Works - Jim Hamilton-LB Owens Airport - Award of Fixed Based Operator Contract [PAGES 202-204]

**20. OTHER ITEMS**

The Honorable Jesica Mackey

- a. FY24 - District 1 Hospitality Tax Allocations [PAGES 205-206]
  - 1. South Carolina Ballet - \$5,000
- b. FY24 - District 2 Hospitality Tax Allocations [PAGES 207-208]
  - 1. Ridgeview HS Blazer Twilight - \$2,500
- c. FY24 - District 6 Hospitality Tax Allocations [PAGES 209-210]
  - 1. South Carolina Ballet - \$3,000
- d. FY24 - District 8 Hospitality Tax Allocations [PAGES 211-212]
  - 1. Ridgeview HS Blazer Twilight - \$5,000
  - 2. Columbia Classical Ballet - \$5,000
  - 3. Columbia Music Festival Association - \$5,000
- e. FY24 - District 9 Hospitality Tax Allocations [PAGES 213-214]
  - 1. Black Pages International - \$ 5,000
- f. FY24 - District 10 Hospitality Tax Allocations [PAGES 215-216]
  - 1. Town of Eastover - \$10,000
  - 2. Black Pages International - \$5,000
- g. FY24 - District 11 Hospitality Tax Allocations [PAGES 217-218]
  - 1. Black Pages International - \$ 5,000

**21. EXECUTIVE SESSION**

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

Patrick Wright,  
County Attorney

**22. MOTION PERIOD**

**23. ADJOURNMENT**

The Honorable Jesica Mackey





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



Richland County Council  
Regular Session  
**MINUTES**  
April 16, 2024 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

NOT PRESENT: Derrek Pugh and Yvonne McBride

OTHERS PRESENT: Michelle Onley, Aric Jensen, Leonardo Brown, Anette Kirylo, Stacey Hamm, Susan O’Cain, Dale Welch, Ashiya Myers, Kyle Holsclaw, Angela Weathersby, Andrew Haworth, Tamar Black, Patrick Wright, Michael Maloney, Ashley Fullerton, Judy Carter, Jackie Hancock, Jennifer Wladischkin, Chelsea Bennett, Maddison Wilkerson, Lori Thomas, Tish Gonzales, Michael Byrd, John McKenzie, Quinton Epps, and Sandra Haynes

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by Senior Pastor Don Brock, Gateway Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jason Branham.

**POINT OF PERSONAL PRIVILEGE** – Ms. Mackey acknowledged that Mr. Pugh and Ms. McBride were not in attendance at tonight’s meeting. In addition, she noted that former Councilwoman Bernice Scott, Richland School District II Superintendent Dr. Kim Moore, and former Treasurer David Adams were in the audience.

**POINT OF PERSONAL PRIVILEGE** – Ms. English noted the shirt she was wearing was in honor of ADA Day at the Statehouse. AbleSC, along with a plethora of supporters, came out to talk about transportation, housing needs, the sub-minimum wage bill, and changing the lives of those with disabilities.

4. **RATIFICATION OF RESOLUTION**

- a. Resolution Recognizing the University of South Carolina’s 2024 NCAA Women’s Basketball National Championship – Ms. Barron moved to ratify the resolution, seconded by Ms. English.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

Ms. Mackey read the resolution into the record.

5. **PRESENTATION OF PROCLAMATIONS**

- a. A Proclamation Recognizing April 14-20, 2024, as Animal Care and Control Appreciation Week [WEAVER, BARRON and NEWTON] – Ms. Newton read the proclamation into the record.
- b. A Proclamation Recognizing Lower Richland High School JROTC Drill Team on their 2024 State Championship [NEWTON and ENGLISH] – Ms. Newton read the proclamation into the record.

**POINT OF PERSONAL PRIVILEGE** – Ms. Newton stated she was the Principal for the Day at Lower Richland High School and witnessed these students’ hard work in practicing for these competitions.

6. **APPROVAL OF MINUTES**

- a. Special Called: April 9, 2024 – Ms. Barron moved to approve the minutes as distributed, seconded by Ms. English.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

7. **ADOPTION OF AGENDA** – Ms. English moved to adopt the agenda as published, seconded by Ms. Barron.

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

The vote in favor was unanimous.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – There were no items for the Executive Session.

9. **CITIZENS' INPUT**

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

10. **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 spoke during Citizens' Input.

Ms. Mackey pointed out that if an item on the agenda has a public hearing scheduled, citizens would have to speak at the public hearing, not during "Citizens' Input."

11. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Updates for Consideration

1. *Strategic Planning Dashboard* – Ms. Mackey stated this dashboard is a longtime work in progress of Council to showcase transparency, which was one of the focuses of the Strategic Plan. The dashboard is the commitment, in a visual form, to the public.

The Budget Director, Maddison Wilkerson, expressed that the public dashboard is a comprehensive tool for tracking key performance indicators and metrics vital to our community's success and well-being. As you know, the vision for the dashboard has been about a year and a half in the making. In August 2022, the County engaged with Envisio to bring the strategic planning vision to life and promote transparency to all stakeholders. Over the next year, Council and Administration worked to develop measurable and concise goals, objectives, and initiatives. The Council ultimately approved six overarching goals, broken down further into objectives and initiatives. The public dashboard highlights each area of the plan and provides visuals, narrative updates, and progress reports.

- b. Richland Two Superintendent Presentation – Dr. Kim Moore, Richland School District II Superintendent, indicated she was a retired military officer. She retired as a Lieutenant Colonel from the Pentagon, and her expertise was nuclear, biological, and chemical warfare weapons of mass destruction. She was a part of the negotiating team to ban chemical weapons. She is also a high school teacher with a degree in Science (Biology with a minor in Chemistry) and certification in Chemistry.

- Total enrollment of 28,853 students
  - African-American – 62.5%
  - White – 15.5%
  - Hispanic – 13% (expected to be larger than the white population within two years)
- Poverty has emerged as one of the leading indicators of the academic achievement gap.
  - 17,991 of the students, a staggering 62.4%, are living in poverty
  - Up 8.6% over the last five years
  - African-American – 71%
  - Hispanic – 14.2%
  - White – 7.2%
- 18.6% of Richland II students changed schools during the last
  - Elementary School – 28.8% (Joseph Keels Elementary)
  - Middle School – 24% (Dent Middle)
  - High School – 26.7% (Westwood High)
- One in five Richland II students misses more than 18 school days yearly.
  - The district absenteeism rate has dropped from 21% to 12.3%
- Richland II School District's Priorities:
  - Fiscal Accountability
  - Human Resources Systems Overall
  - Academics
  - Safety and Security

Dr. Moore noted that she started a podcast, "The Moore You Know," when she came on board to educate the parents and equip them with information. She meets with the Sheriff and his team quarterly. Lastly, she mentioned that she joined Leadership Columbia to ensure she integrated herself into the community.

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

13. **REPORT OF THE CHAIR**

- a. Transportation Penny Advisory Committee Appointment – Ms. Mackey noted approximately a month ago, the Council passed a resolution regarding the Transportation Penny Advisory Committee and its functions moving forward. At that time, several municipality vacancies on the committee were identified. The municipalities were notified to fill their vacancies by April 5<sup>th</sup>. All municipalities, except Arcadia Lakes, were able to meet the deadline. At this point, the Chair of the Rules and Appointments Committee, the Chair of the Transportation Penny Advisory Committee, and herself are recommending the appointment of Mr. Donald Vanvranken.

Ms. Barron moved to accept the recommendation to appoint Mr. Donald Vanvranken to fill the Arcadia Lakes vacancy on the Transportation Penny Advisory Committee, seconded by Mr. Walker.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

14. **APPROVAL OF CONSENT ITEMS**

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

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

15. **SECOND READING ITEMS**

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

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl – Ms. Mackey acknowledged Council members had received emails concerning this item. She noted this item requires three readings and a public hearing. The public hearing will be held at the upcoming meeting.

Ms. Sandra Haynes, Animal Care Director, stated county staff met with interested animal care community stakeholders at a quarterly collaboration meeting on February 12, 2024. During the meeting, stakeholders expressed concerns about the removal of the “Community Cat Diversion Program.” The “Community Cat Diversion Program” was established pursuant to the 2017 Animal Care Ordinance amendment. This program allowed community cats to be trapped by Animal Care officers or picked up by citizens and taken to the City shelter to be spayed/neutered, vaccinated, and ear-tipped. Shortly after the ordinance was enacted, the shelter lost its veterinarian. The “Community Cat” language no longer allows our officers to take the cats to the shelter to have them spayed/neutered, vaccinated, and ear-tipped. Animal Mission provides vouchers citizens can obtain from the Animal Care Division. The citizens can then take the community cats to Pawmetto Lifeline or the Humane Society to have them altered. The current ordinance draft reflects this in the “Trap, Neuter, Release” language. The draft language protects community cats by making it illegal to poison them. State law prevents community cats from being cruelly treated or killed by making such actions a misdemeanor or felony.

She reiterated that removing the “Community Cat Diversion Program” language means the county no longer traps these cats and takes them to the shelter. However, citizens are still allowed to have the cats altered at non-Richland County facilities that perform these services. In addition, it is still a violation of the law to cruelly treat or kill community cats.

Ms. Terracio said it had come to her attention there were not enough vouchers available or the vouchers did not cover the total cost.

Ms. Haynes noted she had been made aware of this. In the past, the vouchers did cover the total cost of the spay/neuter. No costs were passed on to the citizens because the County was doing some of the work. Now, citizens have to pay for a trap. She also understands there may not be enough available appointments, so they cannot take as many cats at one time.

Ms. Terracio reiterated that no part of our ordinance prevents community partners from participating in a “Trap, Neuter, and Release” program.

Mr. Wright asserted that the “Community Cat Diversion Program” no longer exists. It has not existed since 2017. Individuals can avail themselves of the voucher program that does exist.

Mr. Weaver requested that staff contact as many stakeholders as possible to allay their concerns about the “Community Cat Diversion Program” going away.

Ms. Newton inquired if the passage of the ordinance changes anything about how community groups are having cats spayed/neutered and released back into the community or how animal cruelty is prosecuted in the County.

Mr. Wright responded it does not.

Ms. Barron inquired how it is that we no longer have a program, and have not had it since 2017, but many think we do. She noted it concerns her that people are upset about something we have not done for a long time, and we did not tell them we were not doing it.

Ms. Mackey stated staff addressing this issue is the quickest form of communication that can be provided at the time.

Mr. Branham stated he does not understand why this section needs to be removed from the ordinance. He inquired if the “Community Cat Diversion Program” was ever actively implemented.

Ms. Haynes replied that it was implemented from July 2017 to 2019, when the shelter lost its veterinarian.

Mr. Branham inquired if there would be a legal concern with not removing the “Community Cat Diversion Program” language from the ordinance.

Mr. Wright responded that this was not a County Attorney ordinance. Administration recommended this ordinance. Legally, the County Attorney’s Office has no concerns about the ordinance.

Mr. Livingston inquired why we were removing the “Community Cat Diversion Program” language if it does not change how we operate.

Mr. Brown stated operationally that community members who wished to participate in the program would still be able to, but the Animal Care Division would not be tasked with administering the program.

Mr. Livingston moved to defer this item until the May 7<sup>th</sup> Council meeting, seconded by Mr. Weaver.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

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

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Silver Hills Huger LLC; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

Ms. Terracio stated she has some concerns about what the community may or may not be looking for.

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

Opposed: Terracio

Not Present: Pugh and McBride

The vote was in favor.

- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Charge; identifying the project; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Charge to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

17. **REPORT OF THE COMMUNITY IMPACT GRANS COMMITTEE**

a. **Fiscal Year 25 Grant Application Requests** – Ms. Mackey stated the committee’s recommendation is as follows:

- Healthy Learners - \$50,000
- Goodwill Industries of Upstate/Midlands South Carolina, Inc. - \$50,000
- Harvest Hope - \$50,000
- SC UpLift Community Outreach - \$50,000
- Latino Communications CDC - \$50,000
- Communities in Schools of South Carolina - \$50,000
- Serve and Connect - \$50,000
- Koinonia Foundation/Youth & Teens Ministry - \$50,000
- Reconciliation Ministries SC - \$43,800
- Sistercare, Inc. - \$26,000
- Alston Wilkes Society - \$25,000
- Epworth Children’s Home - \$25,000
- YMCA of Columbia - \$25,000
- Career Development Center at Saint Johh, a Division of Community Development Corporation - \$20,000
- The Cooperative Ministry - \$20,000
- The Therapy Place - \$15,000
- Mary L. Jacobs Life Center – \$15,000
- South Carolina Philharmonic – \$14,000
- Greenview Swim Team - \$10,000
- Greater Waverly Place - \$10,000
- Olympia Granby Historical Foundation - \$10,000

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

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

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

Not Present: Pugh and McBride

The motion for reconsideration failed.

18. **OTHER ITEMS**

a. **Award of Construction – Atlas Road Widening** – Ms Newton moved not to accept the bid, which was seconded by Ms. Terracio.

Ms. Newton noted at the last meeting, we approved a re-scope of Atlas Road restoring it to what was in the 2012 referendum. The re-scope is a larger project than what is accounted for in this bid. Due to the scope of the project being expanded, she would like to allow staff an opportunity to review the bid that was put out to ensure that what we are doing makes sense.

Ms. Barron stated, for clarification, this motion does not eliminate the existing vendor from being a part of what staff is doing. She does not want to give the appearance we are refusing business with local vendors.

Mr. Patrick stated the motion is not to award the contract and to allow staff to go back and determine what is necessary for the new scope of the project. If staff determines a new bid is required, that will happen.

Ms. Barron stated it is rejecting what was brought to us, but is it eliminating what was already done through the procurement process? For instance, does the vendor brought to Council have another chance and be the #1 choice, or would we start from scratch?

Mr. Wright responded we would start over. Basically, it is a different project. The vendor would not be eliminated from bidding again.

Mr. Walker inquired if it would necessitate Executive Session to inquire if there were legal ramifications to approving this motion.

Mr. Wright noted a response would require Executive Session.

In Favor: Branham, Terracio, Weaver, Walker, English, and Newton

Opposed: Livingston, Barron, and Mackey

Not Present: Pugh and McBride

The vote was in favor.

b. **FY24 – District 2 Hospitality Tax Allocations (Black Pages International - \$5,000)**

- c. FY24 – District 8 Hospitality Tax Allocations (Delta House, Incorporated - \$4,500)
- d. FY24 – District 9 Hospitality Tax Allocations (Delta House, Incorporated - \$2,500)

Ms. Newton moved to approve Items 18(b) – 18(d), seconded by Ms. Terracio.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

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

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

Not Present: Pugh and McBride

The motion for reconsideration failed.

19. **EXECUTIVE SESSION** – There were no items for Executive Session.

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

21. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Mr. Weaver.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:32 PM.





Richland County Council  
Zoning Public Hearing  
**MINUTES**  
April 23, 2024 – 7:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

NOT PRESENT: Yvonne McBride and Paul Livingston

OTHERS PRESENT: Geo Price, Angela Weathersby, Anette Kirylo, Michelle Onley, Patrick Wright, Tina Davis-Gooden, Jackie Hancock, Tommy DeLage, and Kyle Holsclaw

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.
3. **ADOPTION OF AGENDA**

Mr. Walker moved to adopt the agenda as published, seconded by Mr. Pugh.

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

Not Present: McBride and Livingston

The vote in favor was unanimous.

4. **OPEN PUBLIC HEARING**

- a. **MAP AMENDMENTS [ACTION]**

1. **Case # 24-001MA**

Carl Kaiser  
AG to LI (66.43 Acres)  
Wilson Blvd.  
TMS # R14400-01-02 [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

*In Favor of Re-zoning Request:*

1. Mark Wilson, 294 Grove Lane East, Wayzata, MN 55391

*In Opposition to Re-zoning Request:*

1. J. T. McLawhorn, 204 Elmont Drive, Columbia, SC 29203
2. David R. Lewis, 816 Cokesbury Drive, Columbia, SC 29203

The floor to the public hearing was closed.

Ms. Barron thanked the residents of District 7 for coming out to the town hall meetings. She noted the Comprehensive Plan staff is using needs to be updated to encompass where they are as a district. One of the things discussed in their community meetings is that when you are on your way to Blythewood on Wilson Boulevard, we do not want you to just drive through District 7. We want District 7 to be a place where people will stop and stay. For that to happen, there needs to be things that are conducive to the community presently and where we are going in the future.

Ms. Barron moved to deny the re-zoning request, seconded by Mr. Pugh.

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

Not Present: McBride and Livingston

The vote in favor was unanimous.

**2. Case # 24-002MA**

Kelvin Wright  
R3 to MU1 (1.39 Acres)  
2 Flora Circle  
TMS # R20101-01-39 [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

*In Favor of Re-zoning Request:*

1. Kelvin Wright, 2 Flora Circle, Columbia, SC 29223

*In Opposition to Re-zoning Request:*

1. Michael Burrell, 331 Rockingham Road, Columbia, SC 29223

The floor to the public hearing as closed.

Mr. Walker inquired what part of the proposed zoning designation is inconsistent with the neighborhood's character.

Mr. Geo Price, Deputy Community Planning & Development Director/Zoning Administrator, responded the requested zoning designation is neighborhood commercial which could introduce uses that are not in character with the residual nature of the community.

Mr. Walker asked for clarification on whether the way the property is currently used would be more compatible with neighborhood commercial.

Mr. Price indicated the property should currently only be used for single-family.

Mr. Walker moved to deny the re-zoning request, seconded by Ms. Barron.

Ms. Barron asked why the applicant was not informed that his intended use of the property was incompatible with its zoning designation prior to the property being purchased.

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

Opposed: Pugh and Barron

Not Present: McBride and Livingston

The vote was in favor.

**3. Case #23-045MA**

Raysa Sanchez  
INS to R6 (.40 Acres)  
1626 Horseshoe Drive  
TMS # R17011-02-19 [FIRST READING]

Ms. Barron moved to defer this item and the public hearing until the May 21<sup>st</sup> Zoning Public Hearing, seconded by Ms. Newton.

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

Not Present: McBride and Livingston

The vote in favor was unanimous.

**4. Case #24-004MA**

John T. Bakhaus  
RT to GC (1.16 Acres)  
10336 Wilson Blvd  
TMS #R14900-03-01 [FIRST READING]

Mr. Pugh moved to defer this item and the public hearing until the May 21<sup>st</sup> Zoning Public Hearing, seconded by Ms. English.

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

Not Present: McBride and Livingston

The vote in favor was unanimous.

5. **Case #24-006MA**  
Sam Reynolds  
OS to R2 (.04 Acres)  
Windermere Village  
TMS #R20510-02-03 (portion of) [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

*In Favor of Re-zoning Request:*

1. Sam Reynolds, 104 Windermere Village Way, Blythewood, SC 29016

The floor to the public hearing as closed.

Mr. Walker moved to approve the re-zoning request, seconded by Ms. Barron.

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

Not Present: McBride and Livingston

The vote in favor was unanimous.

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

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

Not Present: McBride and Livingston

The vote in favor was unanimous.

The meeting adjourned at approximately 7:29 PM.

**RICHLAND COUNTY  
ADMINISTRATION**

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



## Report of the County Administrator

Regular Session - May 07, 2024

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### ITEMS FOR EXECUTIVE SESSION:

3650 BLUFF ROAD PROPERTY ACQUISITION UPDATE

PERSONNEL MATTERS: DISCUSSION AND LEGAL ADVICE CONCERNING DUTIES OF THE COUNTY ADMINISTRATOR REGARDING RICHLAND COUNTY CODE SEC. 2-79. AND SEC. 2-80

*Offer to Purchase:* 1221 Gregg Street, Columbia, SC 29201, TMS # R11406-16-16, TMS # R11406-16-17 & adjacent property 1306 Barnwell Street, Columbia, SC 29201 TMS# 11406-16-26

### UPDATES FOR CONSIDERATION:

ALVIN S. GLENN DETENTION CENTER – APRIL 23<sup>RD</sup> LETTER FROM SOUTH CAROLINA DEPARTMENT OF CORRECTIONS (SCDC) DIVISION DIRECTOR OF JAILS INSPECTIONS

COMMUNITY PLANNING & DEVELOPMENT – CONSERVATION DIVISION – FORESTRY STEWARDSHIP PLAN

### ADMINISTRATOR'S NOMINATION:

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

*County Utilities - 7525 Broad River Road Easement Relocation Open Agreement for Western Lane:* Staff recommends approval of an easement relocation open agreement for Western Lane with EP Realty.

*Updated Transportation Road Map:* Staff recommends approval of the updated Transportation Penny Road Map with the following updates:

- shift second (2<sup>nd</sup>) reading from May 7, 2024 to May 14, 2024;
- rescheduled the fourth (4<sup>th</sup>) Council work session from July 29, 2024 to "to be determined" following the South Carolina Association of Counties meeting.

### ATTACHMENTS:

1. Correspondence: South Carolina Department of Corrections Division Director of Jails Inspections
2. Informational Briefing: Community Planning & Development – Conservation Division – Forestry Stewardship Plan
3. Agenda Briefing: County Utilities - 7525 Broad River Road Easement Relocation Open Agreement for Western Lane
4. Updated Transportation Road Map



**Report of the County Administrator Attachment 1**

Mr. Leonardo Brown  
Richland County Administrator  
2020 Hampton Street Ste. 4069  
Columbia, SC 29204-1002

April 23, 2024

Re: Richland County (Alvin S. Glenn) Detention Center

Dear Mr. Brown:

Last week the Inspections Division here at SCDC was invited to a tour of the Richland County Detention Center (April 18<sup>th</sup>) by the Compliance Manager, Mr. James Lipscomb. Having just recently received the response letter, we were glad to come to take a look at the progress that had been made so far at the facility.

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

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

Sincerely,  
Scott Bolman

Division Director  
Jail and Prison Inspection Division

Cc: Mr. Crayman Harvey, Detention Center Director  
Mr. Overture Walker, Chairman County Council

RICHLAND COUNTY ADMIN  
30 APR '24 AM 9:47



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LEONARD BROWN  
Richland County Administrator  
2020 Hampton Street Ste. 4069  
Columbia SC, 29204-1002



**Informational Agenda Briefing**

<b>Prepared by:</b>	Quinton Epps	<b>Title:</b>	Division Manager
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Conservation
<b>Date Prepared:</b>	April 17, 2024	<b>Meeting Date:</b>	May 7, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject:</b>	Forestry Stewardship Plan		

The Richland County Conservation Commission (RCCC) developed and approved the Forestry Stewardship Plan in 2020 to guide the protection and conservation of managed forest and working lands. Implementation of the plan is expected to yield between \$300,000 and \$700,000, generated through timber thinning and harvesting by selected contractors. These funds will be retained by the RCCC to cover management costs for existing properties, including road maintenance, vehicle upkeep, property and equipment maintenance, prescribed burning, re-planting efforts, and other expenses.

Annual management costs, ranging from approximately \$10,000 to over \$1.2 million, depend on staffing levels and project types. Notably, the replacement of the Mill Creek Bridge is estimated at \$1,145,479. Timber harvesting contractors will be chosen through the South Carolina Forestry Commission’s solicitations website.

The plan recommends specific actions for various properties, as outlined in the attached maps. Thinning is advised for Cabin Branch North (Stand 1), Cabin Branch South (Stand 1), Mill Creek North (Stand 1), and Mill Creek South (Stand 1). Additionally, many areas are recommended for controlled or prescribed burning, with an estimated cost of \$20,568.61 for fire break construction and prescribed burning. This work will be conducted over the next five years by the South Carolina Forestry Commission.

**ATTACHMENTS:**

1. Richland County Forest Stewardship Plan and Maps
2. Prescribed burning estimates





AMERICAN FOREST  
MANAGEMENT

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# Richland County Forest Stewardship Plan

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WE'RE IN THIS **TOGETHER**



## **Stand Descriptions and Recommendations**

### **Property 1: Cabin Branch North (see Cabin Branch North Map)**

#### **Stand 1**

Acres: 40.84

Type: Loblolly pine plantation

Soil Type: Norfolk loamy sand

**Present Condition:** Overstock mature pine plantation with an understory of sweetgum, water oak, serviceberry, cherry, dogwood, hickory, and American holly. Stand is approximately 40 years old and has never been thinned. Stand, due to age, has begun thinning itself with trees beginning to die. Observed white-tailed deer, mourning dove, and other songbirds.

**Desired Future Condition:** A healthy pine stand that is open for wildlife.

#### **Recommendations:**

Thin stand down to a fifty basal area removing all the trees that are diseased, forked, or otherwise unhealthy. The timeline has tract thinned in 2021 but thinning could be completed prior to that. All harvest activities should be done outside of the nesting season (April 1-September 1). Two years after thinning is completed, a prescribed burn should be done to remove logging debris and reduce fuel level. Install firebreaks around stand and ensure that they are debris free prior to burning. All prescribed burning should have a burn plan completed by a certified prescribed fire manager. A two-three year burning rotation should begin to keep fuel levels low and burning will encourage native forbs in seed bank to emerge. Logging deck can be turned into a wildlife plot. A blend of native warm season grasses, pollinators, or native annuals can be planted. Soils in this stand are good for any type of planting. Before planting, ensure stumps are cut very low or removed and disk logging deck. Smooth with a cultipacker or chisel plow to create a firm, smooth seedbed. If pollinators are to be planted site prep should be conducted in the fall-winter, site prep for annuals and native warm season grasses should be done in the spring.

#### **Stand 2**

Acres: 30.96

Type: Upland hardwood

Soil Type: Marlboro sandy loam, Norfolk loamy stand

**Present Condition:** Stand is a mixture of upland hardwood species. Dominate trees are willow and water oaks. The understory has sweetgum, willow and water oaks, and loblolly pine.

**Desired Future Condition:** This stand is in its desired future condition

**Recommendations:**

This stand will complement the other stands on this tract by providing a food source for the wildlife species in the area. Deer, turkey, squirrels, and songbirds will benefit from this habitat. The forest is open and provides a great transitional area between the open crop fields to the west and the bottomland forest to the east. The only improvements that could be made would be adding firebreaks around stand and conducting prescribed burns every five years. This stand should be burned in the winter months when humidity is low since hardwood leaves are difficult to burn evenly. All prescribed burning should have a burn plan completed by a certified prescribed fire manager.

**Stand 3**

Acres: 20.69

Type: Old field

Soil Type: Marlboro sandy loam, Norfolk loamy sand

**Present Condition:** Old field growing in successional habitat

**Desired Future Condition:** To provide wildlife habitat and potential income from pine straw

**Recommendations:**

## Option 1

Convert old field to longleaf pine stand. The current vegetation provides very some wildlife habitat, but successional habitat is slowly taking over the field. This field should be chemically treated late summer (August-September), subsoiled and scalped early fall (October) and hand planted with containerized longleaf pine seedlings in January of the following year. Longleaf pine should be planted on a 7 x 12 spacing (518 trees per acre). After planting, an herbaceous weed control spraying should be done in early spring (April-May) followed by a prescribed burn in December. Install firebreaks around the field to ensure fire is contained. Longleaf pine can be burned during the grass stage when fuel level is sufficient to carry a fire but around year four to five, no burn shall be done since cambium layer is very thin and will cause damage to trees. By year eight, begin consulting with a pine straw contractor to determine timeframe of raking straw. This activity will provide income as well as open up the forest floor to allow sunlight to help germinate forbs and other wildlife friendly species in the seed bank.

## Option 2

This field could be converted for agriculture use. The adjacent field is currently used for this land use and the county could rent this field out. This would also provide wildlife with a food source other than what is produced in the forest. Average dryland rental rates are currently between \$30-\$80 per acre. This could provide an annual revenue stream to help fund other projects.

### **Stand 4**

Acres: 29.29

Type: Scrub pine/hardwood mix

Soil Type: Norfolk loamy sand

**Present Condition:** Stand is a mixture of pine and upland hardwood species. Young scrub loblolly pine and sweetgum dominate the stand.

**Desired Future Condition:** This stand is in its desired future condition

### **Recommendations**

This stand will remain the same. The loblolly pine can be evaluated in five to seven years to see if they are merchantable at that time. These stands provide transitional habitat between open field and bottomland hardwood. Songbirds will be able to utilize these areas as succession is taking over and providing blackberry vines as a food sources and sweetgum and loblolly pine for nesting areas. No activity should be planned in these areas.

### **Stand 5**

Acres: 261.3

Type: Bottomland Hardwood Forest

Soil Type: Coxville fine sandy loam, Johnston loam, Marlboro sandy loam, Norfolk loamy sand

**Present Condition:** A seasonally, intermittent streamed bottomland hardwood forest. Stand has an overstory of red maple, poplar, willow and water oaks. The understory is comprised of various fern species, sweetgum, bull rush, cane reed, mulberry, and privet.

**Desired Future Condition:** To better utilize the habitat resources on this tract for wildlife.

### **Recommendations:**

This stand is very open and easy for wildlife to move through. There is some privet hedge, but it is not thick enough to take any action. An evaluation of privet should be conducted next year (2020) in the fall to see how it is spreading. Once the decision to treat has been, a three-year chemical treatment should begin. The best method for treatment will be with a backpack crew

to walk the entire stand to spray each visible plant with the chemical. Consult with a licensed commercial pesticide applicator for rates and best chemical to control this species.

**Stand 997**

Acres: 15.85

Type: Open (write-of-way access and power line)

Soil Type: Coxville fine sandy loam, Marlboro sandy loam, Norfolk loamy sand

**Present Condition:** Write of way access point is currently not being used and access to property is through another landowner. Powerline is grown up in blackberry, plume grass, and bulrush in the wetland areas.

**Desired Future Condition:** This stand is in its desired future condition

**Recommendations:**

Ingress/egress could be developed to provide access to property without having to do through neighbor's property.

**Other options for this tract**

A hunting lease would work for this tract. There are signs of wildlife activity on this tract that could attract a group of hunters. This tract should only be leased if liability insurance can be purchased and the county be indemnified and be an additional insured on the policy. Current hunting lease rate range from \$3-\$10 per acre plus the cost of insurance. This could also be revenue stream for the county to help fund different projects.

A conservation easement would be a good option. This tract has many different land formations, soils type, and wildlife habitat that lends itself to be a good candidate for this option. A list of land trust organizations can be found using the link below.

[https://www.findalandtrust.org/states/south%20carolina45/land\\_trusts](https://www.findalandtrust.org/states/south%20carolina45/land_trusts)

**Property 2: Cabin Branch West (see Cabin Branch West Map)**

**Stand 1**

Acres: 8.21

Type: Old field

Soil Type: Norfolk loamy sand

**Present Condition:** Old field currently going through stages of succession. A magistrate's office is currently being proposed for the front section of field.

**Desired Future Condition:** To develop field into a more usable state.

**Recommendations:**

Option 1

After magistrate's office is completed, allow the remaining acreage to be farmed. There are other agricultural fields surrounding this tract so finding a tenant should not be difficult. The soils in the field are great for growing row crops. This could provide some additional revenue to the county. Average lease rates for the area on dryland range between \$30-\$80 per acre.

Option 2

The remaining field area could be converted to a park. A children's playground could be constructed along with a porous, clay walking track surrounding the playground. Once erected, oaks, native warm season grasses, or other shrubs could be planted to beautify the area. A Carolina fence garden could also be a feature to show the different emblems that represent the state. Towards the back side of the field, a community garden could be developed. Residents in the area could come plant a row of vegetable that will supply food for their families. The rows could also be sponsored by local businesses that would help pay for the maintenance of the grounds. A nature trail could be installed leading from the field into the woods for people to utilize and enjoy nature. One potential source of funding for this project could be through the Community Block Development Grants. USDA-Rural Development also has loan and grant programs that could assist in the cost. The local Rural Development office that would serve Richland County is located at the address below:

Aiken Service Center  
1555 Richland Avenue East  
Aiken, SC 29801      Phone: 803-649-4221

The link below has information about different grant opportunities from USDA-Rural Development.

<https://www.rd.usda.gov/programs-services/rural-community-development-initiative-grants>

**Stand 2**

Acres: 20.91

Type: Pine/hardwood mix

Soil Type: Marlboro sandy loam, Coxville fine sandy loam, Norfolk loamy sand

**Present Condition:** This stand is currently a pine/hardwood mix. The land formation has reminisced of an old Carolina Bay. This stand is a densely populated forest with a mixture of loblolly pine, willow oak, water oak, blackberry vine, lespedesa, and green briar. This is an

uneven aged stand with standing water in places. A very, very shallow ditch runs through wooded area south of the power line right of way.

**Desired Future Condition:** This stand is in its desired future condition

**Recommendations:**

There is some merchantable timber on this stand but due to the wet area in the middle and underneath the power line, it will be hard to harvest timber on this tract. There are oaks throughout this stand that will provide good food sources for wildlife. With the undisturbed canopy, this area will be excellent escape cover for song birds. A small walking trail could be installed to complement option 2 for stand 1. A raised platform or dirt walking trail would work. Posting small signs along the path to showing the names of the different vegetative species would provide an excellent educational aspect. This stand has some great wildlife features and should not be disturbed.

**Stand 997**

Acres: 4.03

Type: Open (power line)

Soil Type: Coxville fine sandy loam, Norfolk loamy sand

**Present condition:** Large three phase power line right of way. Plume grass and rushes dominate vegetation.

**Desired Future Condition:** This stand is in its desired future condition

**Recommendations:**

There is no work that needs to be done for this stand. Part of this right of way has standing water and is an old Carolina Bay.

**Property 3: Cabin Branch South (see Cabin Branch South Map)**

**Stand 1**

Acres: 6.23

Type: Loblolly Pine plantation

Soil Type: Coxville fine sandy loam, Norfolk loamy sand

**Present Condition:** This stand is approximately thirty years ago and has not been thinned. This stand is starting to thin itself with trees slowing dying. Lots of debris in the understory with a heavy fuel load.



**Desired Future Condition:** An open canopy and low basal area that will provide plenty of sunlight to reach the forest floor to encourage native grasses and forbs in the seed bank.

**Recommendations:**

Thinning this stand to a fifty basal area will help improve the health of the trees and give them more space to grow. This stand is mature and could be clearcut if desired. Once harvested, burning these tract two years after thinning will help reduce the debris from harvest and keep fuel levels low. Install firebreaks around this stand to contain any fire. A burn plan should be written before any activity takes place.

**Stand 2**

Acres: 58.20

Type: Pine/Hardwood mix

Soil Type: Coxville fine sandy loam, Norfolk loamy sand

**Present Condition:** A mixture of loblolly pine, water oak, willow oak, and sweetgum are the dominate species. The understory is comprised of cherry, oak, and winged sumac. The vegetative layer has fern, poison oak, pea vine, lespedesa, and blackberry vine. All species are excellent for wildlife. While pine stand is being thinned, creating small 2 acre clearcut areas in the higher, more elevated areas will provide additional habitat. These areas should be allowed to grow back in successional species so different wildlife can take advantage of the cover and food available. These sites should be selected in consultation with the Audubon Society to follow their guidelines for bottomland bird friendly habitats. Within this mixed stand are two small pond areas. These spots will be good water sources for wildlife. Some trees can be cut off of the banks around the southern pond but nothing further.

**Stand 996**

Acres: 3.53

Type: Open (old food plots)

Soil Type: Norfolk loamy sand

**Present Condition:** Stand appears to be an old food plot that has been abandoned. Successional vegetation consisting of sweetgum, loblolly pine, lespedesa, vetch, and red maple are actively growing.

**Desired Future Condition:** This stand is in its desired future condition

**Recommendations:**

With the proximity to Air Base Road, these stands can grow back in successional habitat. They will provide nesting and cover habitat for song birds and ground nesting birds. This will create a transitional habitat for wildlife since a field is south and fully forested areas surround this stand. A small wet weather pond is in this stand that will provide a water source for wildlife.

**Stand 997**

Acres: 1.82

Type: Open (Power line)

Soil Type: Norfolk loamy sand

**Present Condition:** This stand has a three phase power line present. Grasses and weeds are the dominate vegetation.

**Desired Future Condition:** This stand is in its desired future condition

**Recommendations:**

No activity is planned for this stand.

**Property 4: Cabin Branch East (see Cabin Branch East Map)**

**Stand 1**

Acres: 35.18

Type: Upland Hardwood

Soil Type: Norfolk loamy sand, Udorthents

**Present Conditions:** This is a very open understory stand with very little vegetation. Hardwoods are large trees with low competition. Dominate trees are red oak and water oak.

**Desired Future Conditions:** This stand is in its desired future condition

**Recommendations**

Option 1

The oaks in this stand are large and will provide food for wildlife. With conservation being a primary objective, this stand should remain as is. Deer and turkey have easy access through the forest with ample food supply.

## Option 2

An environmental bush cutter could come in on the far east side of tract in the sand hill ridge and create a food plot area to provide another food source or allow area to grow back in successional vegetation.

## Option 3

The hardwood could be harvested and land replanted back to longleaf pine. The soils are suitable for longleaf. A chemical site prep would need to be conducted the follow year after trees are harvested and then hand planted back with containerized longleaf pine seedlings. Seedlings should be planted on a 7 x 12 spacing (518 trees per acre). In the spring following planting, an herbaceous weed control spraying should be done. In the winter months following spraying a prescribed burn shall be conducted. A burn plan should be written prior to any burn. Firebreaks will need to be install around these areas prior to burning.

## Stand 2

Acres: 96.77

Type: Scrub/shrub pine hardwood mix

Soil Type: Norfolk loamy sand

**Present Condition:** A very thick, small diameter mixture of pine and various hardwood species.

**Desired Future Condition:** Have stand be a productive stand that allows wildlife to have food and cover habitat along with providing trees with enough room to grow.

## Recommendations:

### Option 1

Stand can remain as is with no management and continue to grow as a wild stand. On the far west corner near Cross Hill Road has approximately two acres of privet hedge growing that needs to be treated.

### Option 2

Evaluate stand in five years to see if stand is merchantable to harvest tract and plant pine back in this area. Due to proximity to Cabin Branch, loblolly pine would be the preferred species. After harvest a chemical site prep should be done in the late summer (August-September) followed by planting bare root open pollinated loblolly pine seedlings on an 8 x 10 spacing (545 trees per acre).

In the middle of stand 3 is an old food plot. An environmental bush cutter can be brought in to mow done the sweetgums due to the large size and plant native warm season grasses in this area. This should be planted in the spring.

### **Other options for tract**

The dirt mounds along the edge of Air Base Road should be removed and have gates installed to have better access onto this tract. There is no way get on this tract currently without parking along the shoulder of the road.

### **Stand 3**

Acres: 41.51

Type: Bottomland Hardwood

Soil Type: Coxville fine loamy sand, Johnston loam

**Present Condition:** Stand is very thick and dominated by water oak, sedges, rushes, and sweetgum. Cabin Branch flows through these areas.

**Desired Future Condition:** This stand is in its desired future condition.

**Recommendations:** This stand should remain as is. No activity should occur in this area.

**\*The Cabin Branch tracts were evaluated for wetland mitigation potential. Based on our preliminary analysis, it was determined that these sites lacked any significant areas that would present opportunities for wetland enhancement and restoration (ecological uplift) that would be required for mitigation.**

### **Property 5: Mill Creek North (see Mill Creek North Map)**

#### **Stand 1**

Acres: 322.72

Type: Loblolly Pine plantation

Soil Type: Chewacla loam, Congaree loam, Tawcaw silty clay loam

**Present Condition:** Pines are approximately forty years old. The understory has sweetgum, blackberry briars, and sumac vines growing. These trees are under stress due to the understory and age of the trees. Sweetgum, willow oak, magnolia, black oak, virginia creeper, poison oak, lespedesa, red bud, and sycamore are throughout the understory.

**Desired Future Condition:** Have a low density stand that provides wildlife habitat and ecotourism opportunities.

**Recommendations:**

This stand needs to be thinned take some stress away from these trees. The stand should be thinned to a fifty basal area. This will leave enough room for the trees to grow without being under stress. This will also open up the canopy to allow for sunlight to reach the forest floor to help germinate native forbs and grasses in the seed bank. Within these thinned pine stands, walking trails and elevated tent camping areas can be installed to allow public access to the property. All thinning should not be conducted during the nesting season (April 1-September 1) to avoid disturbing any ground nesting birds within the stand. Two years after the site is thinned, a prescribed burn should be conducted to remove logging debris and reduce the fuel levels on this stand.

**Stand 2**

Acres: 17.29

Type: Food Plots

Soil Type: Chewacla loam, Congaree loam, Tawcaw silty clay loam

**Present Condition:** All of these plots are going through the stages of succession. No management to these plots has occurred. Plots have ironweed, sweetgum, Johnson grass, and mares tail.

**Desired Future Condition:** To have food sources that will benefit multiple wildlife species.

**Recommendations:**

## Option 1

Food plots could remain as is. There are many different types of butterflies utilizing the ironweed that present. This is a food and nectar source for these insects. White-tailed deer and turkey can use these as bedding and nesting areas. Bird and bat boxes can be installed to enhance the nesting habitat.

## Option 2

Food plots can be converted to native warm season grass plots or pollinator plots. A combination of different species plots would be optimal. If native warm season grasses are to be planted, disking and chemical spraying should take place in early spring (March) and planting seeds by April 15<sup>th</sup>. At planting, ensure that pH, phosphorus, and potassium level are in the sufficient range based on a Clemson Extension soil test. Continual maintenance will need to be done. Either mowing or burning plots will help control the weeds that will grow. It will take two to three years for plots to become fully established. See NRCS seed calculator for recommendations of species.

For establishment of pollinators, all site prep work (disking and chemical spraying) should be done in August-September. Seeds should be planted in winter months (December- late January). This will help pollinator species germinate before spring weeds take over the plot. Mow or burn plots once a year to help control weedy competition. See NRCS seed calculator for recommendations of species.

Bird and bat boxes can be installed to enhance the nesting habitat.

### **Stand 3**

Acres: 412.20

Type: Bottomland Hardwood Forest

Soil Type: Chastain silty clay loam, Chewacla loam, Congaree loam, Persanti very fine sandy loam, Tawcaw silty clay loam, Vacluse loamy sand

**Present Condition:** Stand is a mixture of different hardwood trees. The sizes and heights vary as well. Red maple, white oak, willow oak, poplar, swamp magnolia, elm, grapevine, and american beauty berry are throughout the stand.

**Desired Future Condition:** Enhance wildlife habitat within stand.

#### **Recommendations:**

The structure and composition of this stand does not need to be changed. To improve wildlife habitat, creating small two acre clearcuts within the hardwood stand would add another transitional habitat component. Before this activity takes place, consulting with the Audubon Society is recommended. Many different song birds can take advantage of the early successional growth that will grow in these environments. This activity should be conducted during a dry period to keep soil disturbance at a minimum.

### **Stand 996**

Acres: 4.68

Type: Water

Soil Type: Water

**Present Condition:** This water body is part of Goose Pond.

**Desired Future Condition:** This stand is in its desired future condition.

#### **Recommendations:**

Some duck boxes could be installed along the water's edge to provide some additional waterfowl habitat.

**Stand 997**

Acres: 3.43

Type: Nature Center

Soil Type: Chastain silty clay loam, Tawcaw silty clay loam

**Present Condition:** An old house with several older structures.

**Desired Future Condition:** To have house converted into a meeting and educational facility

**Recommendations:**

The old house would need tables and meeting chairs added. The grounds surrounding the house can be converted to an outdoor classroom for schools to utilize. A podium and wooden benches could be added to provide adequate seating that is raised off the ground. A Carolina fence garden could be added to showcase the different symbols of South Carolina.

**Stand 998**

Acres: 8.35

Type: Access Road

Soil Type: Chastain silty clay loam

**Present Condition:** A dirt access road to property.

**Desired Future Condition:** To be an all-weather access road to Mill Creek tracts

**Recommendations:**

If visitors will frequent this area, placing rock on the access road would be needed. This will keep the soil from eroding and provide a stable surface for vehicles. Before rock is place, have road shaped, graded, and crowned to provide a good subgrade to place rock and allow water to runoff. Use rock that is no larger than one inch in diameter so rock will form a strong base and not have the ability to shift. Installing nonwoven geotextile fabric underneath the rock will help keep rock from being packed into the ground. Nonwoven fabric will still allow water to penetrate. Place a minimum of six inches of rock on the road and have rock packed in lifts with a vibrator roller to help create a strong base.

**Property 6: Mill Creek South (see Mill Creek South Map)****Stand 1**

Acres: 6.88

Type: Loblolly Pine plantation

Soil Type: Congaree loam

**Present Condition:** Stand is a forty year of loblolly pine plantation with a heavy understory of sweetgum. No thinning or management activities have taken place on stand.

**Desired Future Condition:** This stand is in its desired future condition

### **Recommendations:**

Due to the small acreage in this stand, no activity is needed. The stand makes up a small percentage of the acreage in this tract and with the majority of this tract being in a wetland mitigation bank no changes in this stand are needed. These stands are scattered throughout the stand and would be difficult for any harvest activity.

### **Stand 2**

Acre: 7.93

Type: Food Plots

Soil Type: Congaree loam

**Present Condition:** All of these plots are going through the stages of succession. No management to these plots has occurred. Plots have ironweed, sweetgum, Johnson grass, and mares tail.

**Desired Future Condition:** To have food sources that will benefit multiple wildlife species.

### **Recommendations:**

#### Option 1

Food plots could remain as is. There are many different types of butterflies utilizing the ironweed that present. This is a food and nectar source for these insects. White-tailed deer and turkey can use these as bedding and nesting areas. Bird and bat boxes can be installed to enhance the nesting habitat.

#### Option 2

Food plots can be converted to native warm season grass plots or pollinator plots. A combination of different species plots would be optimal. If native warm season grasses are to be planted, disking and chemical spraying should take place in early spring (March) and planting seeds by April 15<sup>th</sup>. At planting, ensure that pH, phosphorus, and potassium level are in the sufficient range based on a Clemson Extension soil test. Continual maintenance will need to be done. Either mowing or burning plots will help control the weeds that will grow. It will take



two to three years for plots to become fully established. See NRCS seed calculator for recommendations of species.

For establishment of pollinators, all site prep work (disking and chemical spraying) should be done in August-September. Seeds should be planted in winter months (December- late January). This will help pollinator species germinate before spring weeds take over the plot. Mow or burn plots once a year to help control weedy competition. See NRCS seed calculator for recommendations of species.

Bird and bat boxes can be installed to enhance the nesting habitat.

### **Stand 3**

Acres: 425.79

Type: Bottomland Hardwood Forest

Soil Type: Congaree loam, Chastain silty clay loam

**Present Condition:** Stand is a mixture of different hardwood trees. The sizes and heights vary as well. Red maple, white oak, willow oak, poplar, swamp magnolia, elm, grapevine, and american beauty berry are throughout the stand.

**Desired Future Condition:** Enhance wildlife habitat within stand.

### **Recommendations**

The structure and composition of this stand does not need to be changed. To improve wildlife habitat, creating small two acre clearcuts within the hardwood stand would add another transitional habitat component. Before this activity takes place, consulting with the Audubon Society is recommended. Many different song birds can take advantage of the early successional growth that will grow in these environments. This activity should be conducted during a dry period to keep soil disturbance at a minimum.

### **Attachments:**

- 1) Cabin Branch North Map
- 2) Cabin Branch West Map
- 3) Cabin Branch South Map
- 4) Cabin Branch East Map
- 5) Mill Creek North Map
- 6) Mill Creek South Map



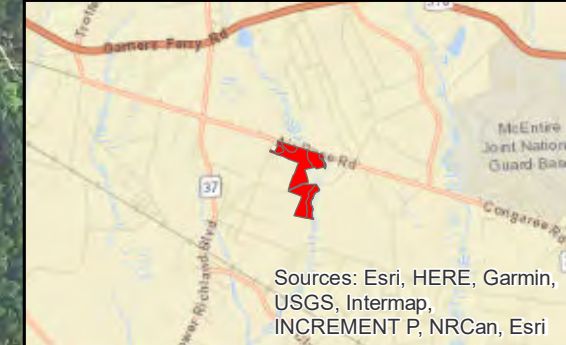
# CABIN BRANCH EAST

COUNTY: RICHLAND  
STATE: SC  
ACRES: 173.46

07/09/2019

0 165 330 660 Feet

American Forest Management, Inc.  
www.americanforestmanagement.com



Stand Number	Cover Type	Acres
1	UPLAND HARDWOOD	35.18
2	BOTTOMLAND HARDWOOD	96.77
3	SCRUB SHRUB HARDWOOD	41.51
	<b>Total</b>	<b>173.46</b>

This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering or survey purposes. Users should review or consult the primary data sources to ascertain the usability of the information.

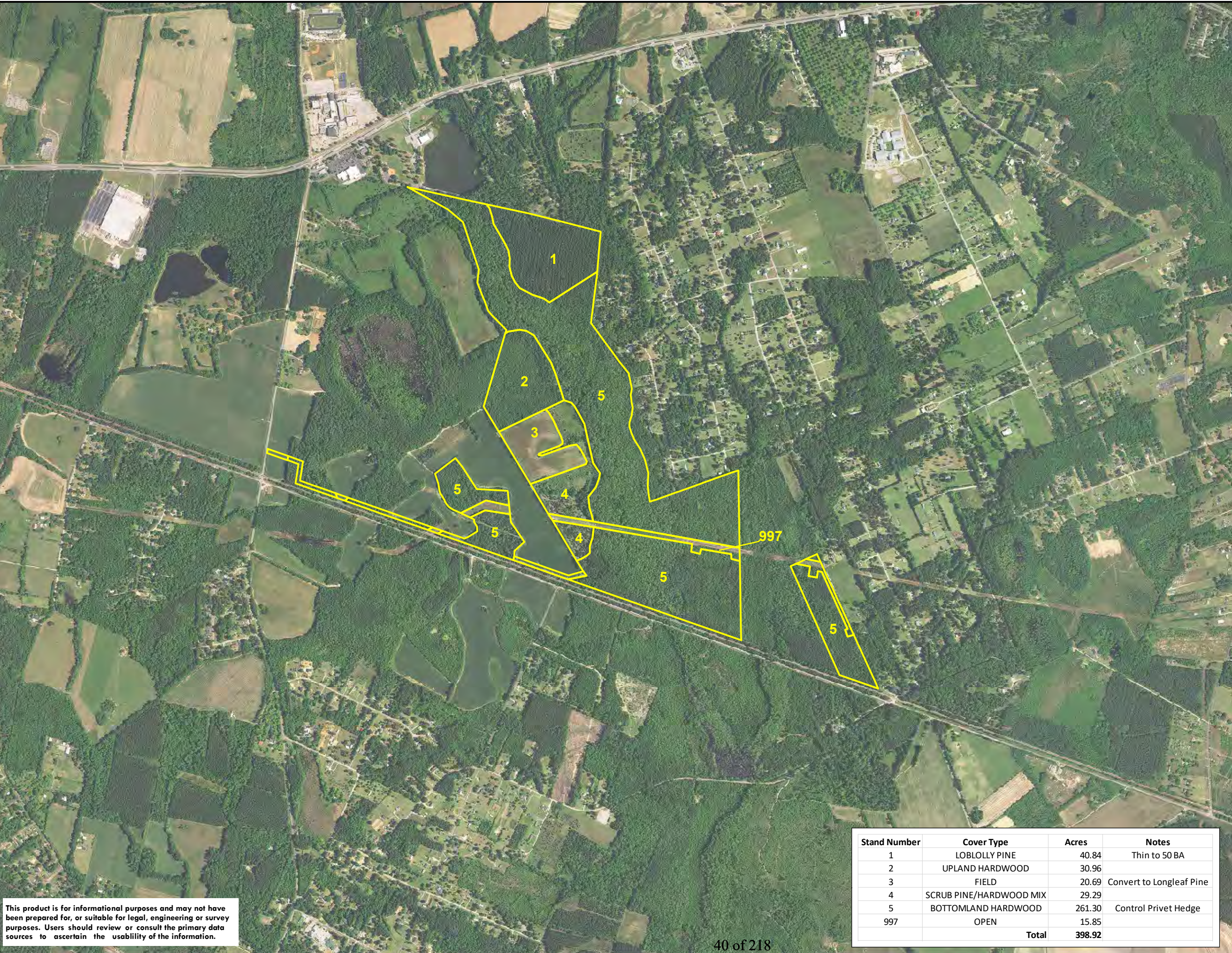
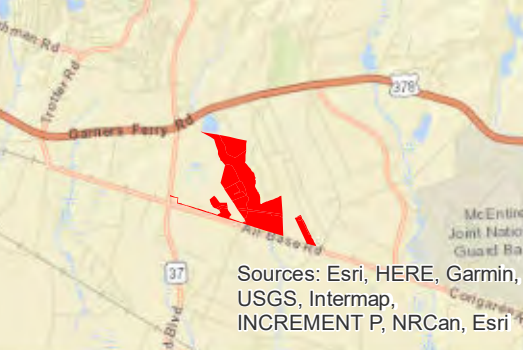




# CABIN BRANCH NORTH

COUNTY: RICHLAND  
 STATE: SC  
 ACRES: 398.92

07/09/2019  
 0 330 660 1,320 Feet  
 American Forest Management, Inc.  
 www.americanforestmanagement.com



Stand Number	Cover Type	Acres	Notes
1	LOBLOLLY PINE	40.84	Thin to 50 BA
2	UPLAND HARDWOOD	30.96	
3	FIELD	20.69	Convert to Longleaf Pine
4	SCRUB PINE/HARDWOOD MIX	29.29	
5	BOTTOMLAND HARDWOOD	261.30	Control Privet Hedge
997	OPEN	15.85	
<b>Total</b>		<b>398.92</b>	

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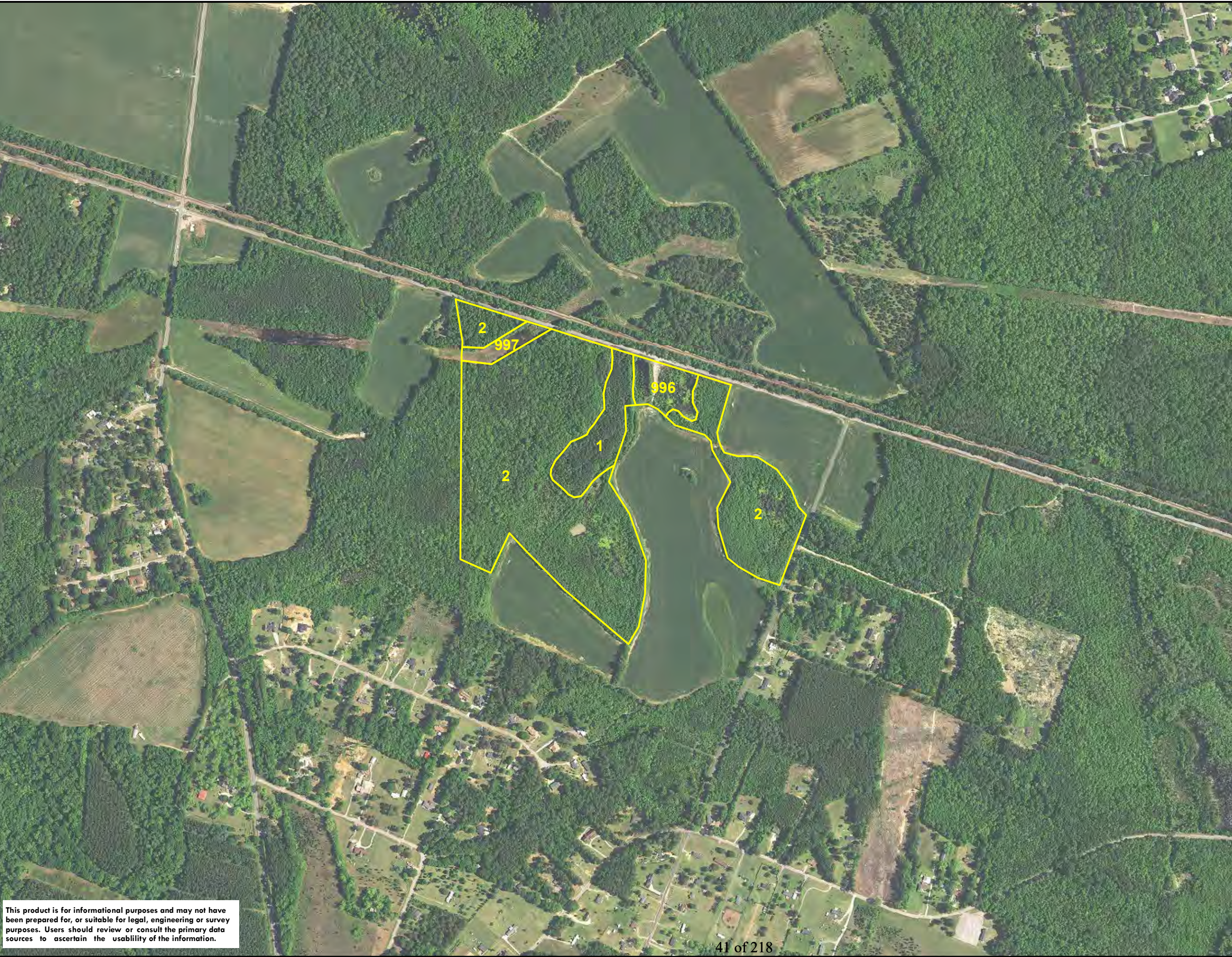
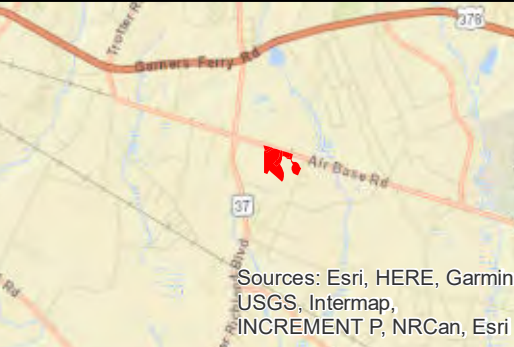




# CABIN BRANCH SOUTH

COUNTY: RICHLAND  
 STATE: SC  
 ACRES: 69.78

07/09/2019  
 0 165 330 660 Feet  
 American Forest Management, Inc.  
 www.americanforestmanagement.com



Stand Number	Cover Type	Acres
1	LOBLOLLY PINE	6.23
2	PINE/HARDWOOD MIX	58.20
996	OPEN	3.53
997	POWER LINE	1.82
<b>Total</b>		<b>69.78</b>

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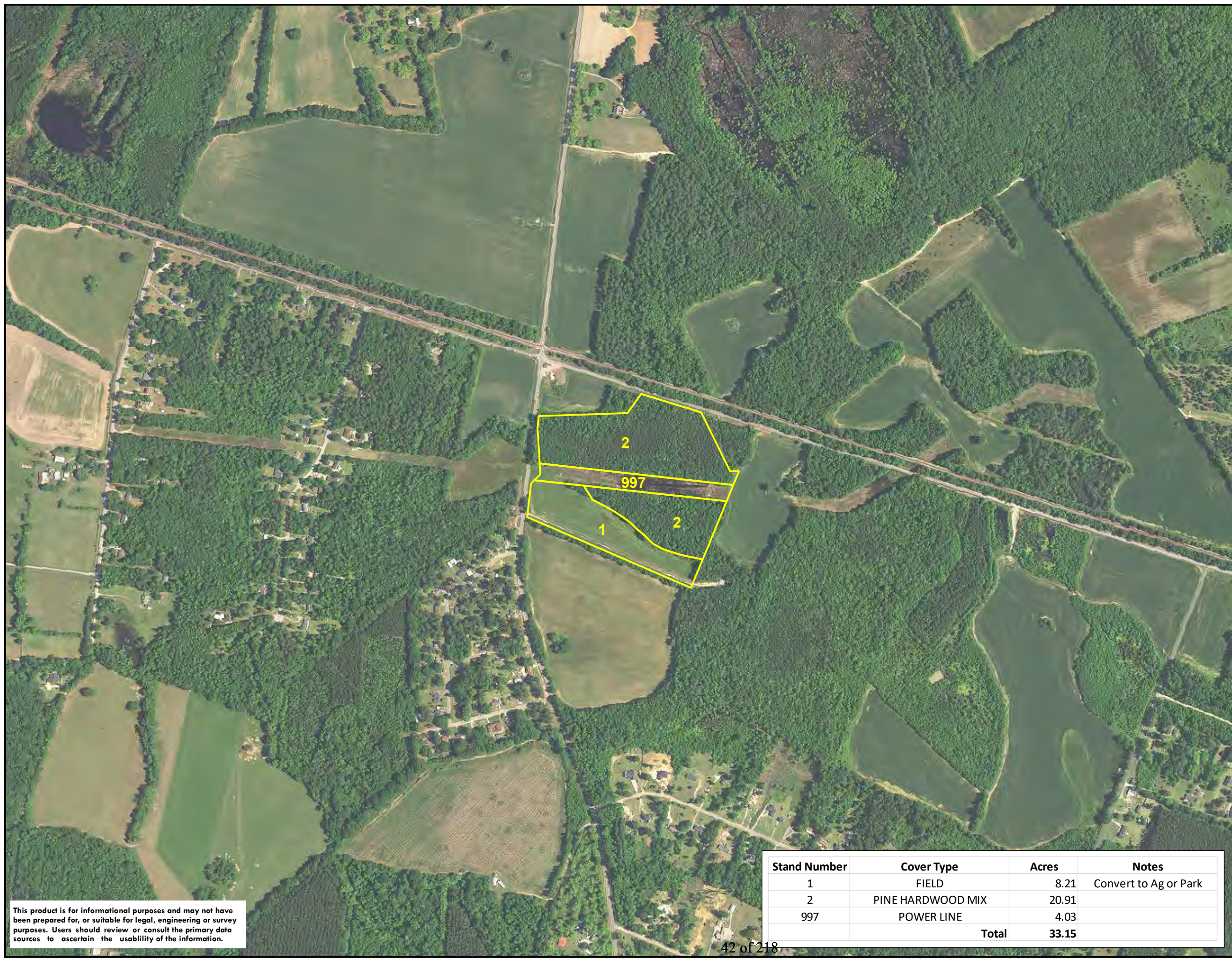
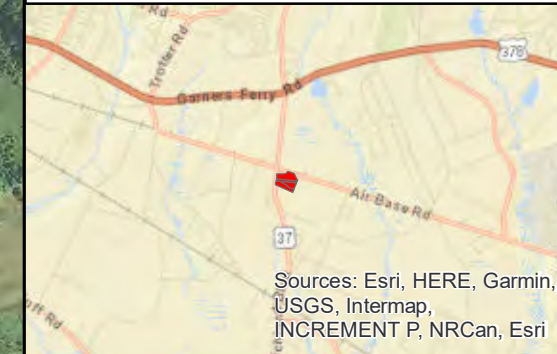
# CABIN BRANCH WEST

COUNTY: RICHLAND  
 STATE: SC  
 ACRES: 33.15

07/09/2019

0 165 330 660 Feet

American Forest Management, Inc.  
[www.americanforestmanagement.com](http://www.americanforestmanagement.com)



Stand Number	Cover Type	Acres	Notes
1	FIELD	8.21	Convert to Ag or Park
2	PINE HARDWOOD MIX	20.91	
997	POWER LINE	4.03	
<b>Total</b>		<b>33.15</b>	

This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering or survey purposes. Users should review or consult the primary data sources to ascertain the usability of the information.





# MILL CREEK NORTH

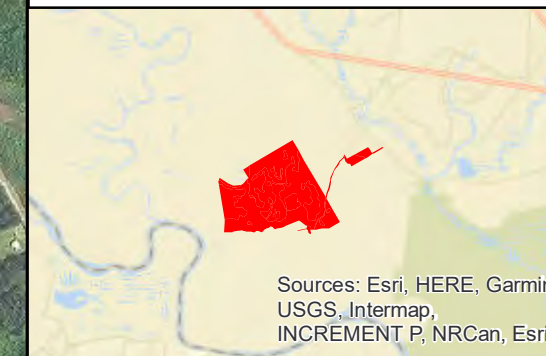
COUNTY: RICHLAND  
STATE: SC  
ACRES: 768.67

07/09/2019

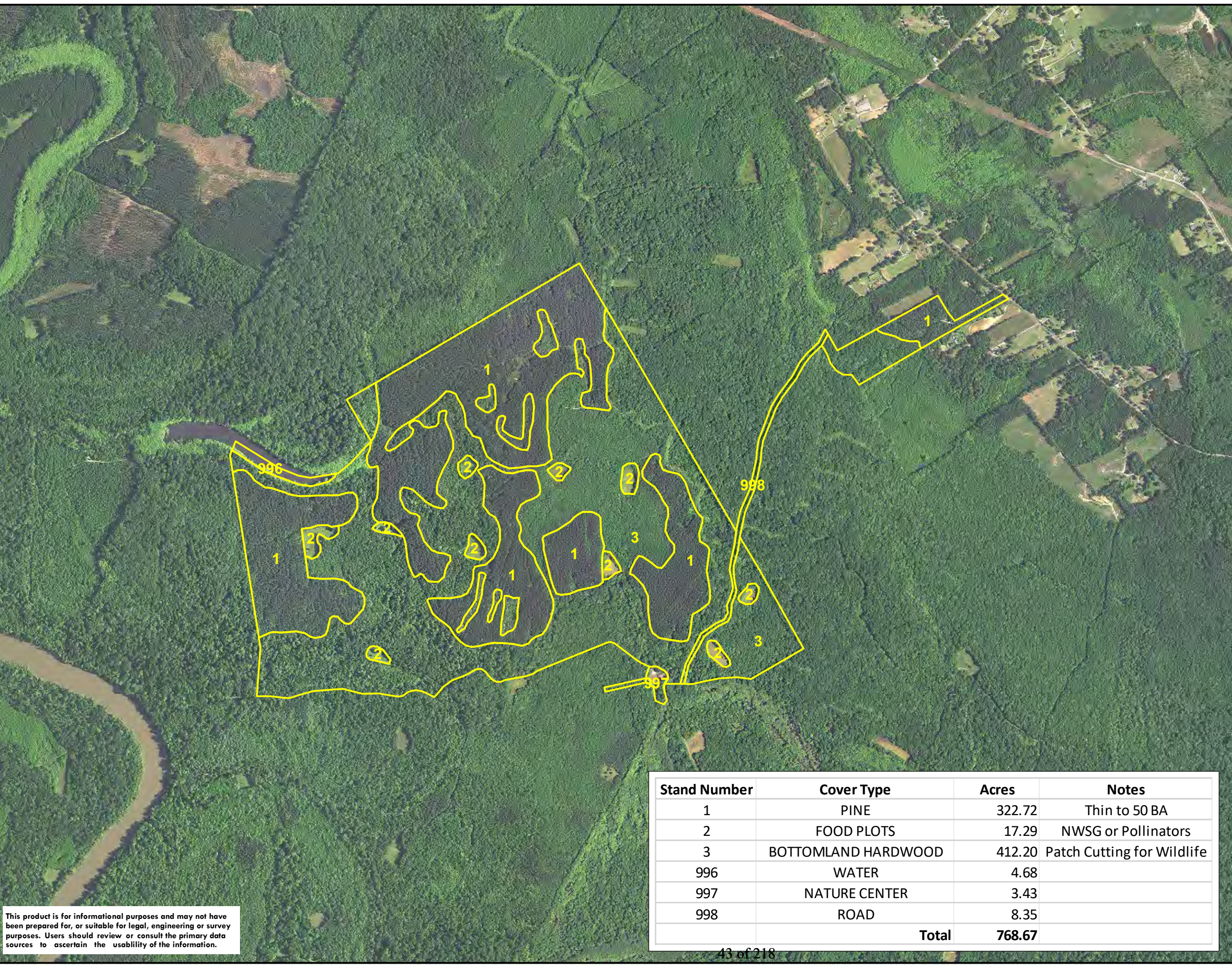
0 330 660 1,320 Feet



American Forest Management, Inc.  
www.americanforestmanagement.com



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri



Stand Number	Cover Type	Acres	Notes
1	PINE	322.72	Thin to 50 BA
2	FOOD PLOTS	17.29	NWSG or Pollinators
3	BOTTOMLAND HARDWOOD	412.20	Patch Cutting for Wildlife
996	WATER	4.68	
997	NATURE CENTER	3.43	
998	ROAD	8.35	
	<b>Total</b>	<b>768.67</b>	

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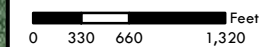




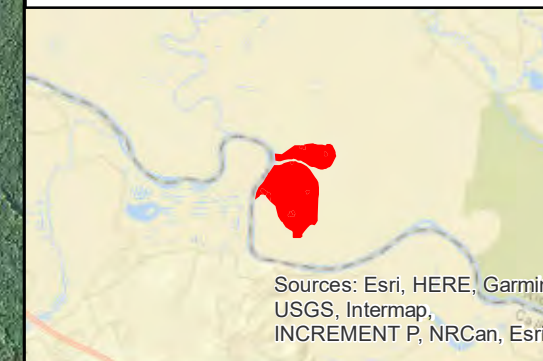
# MILL CREEK SOUTH

COUNTY: RICHLAND  
 STATE: SC  
 ACRES: 440.60

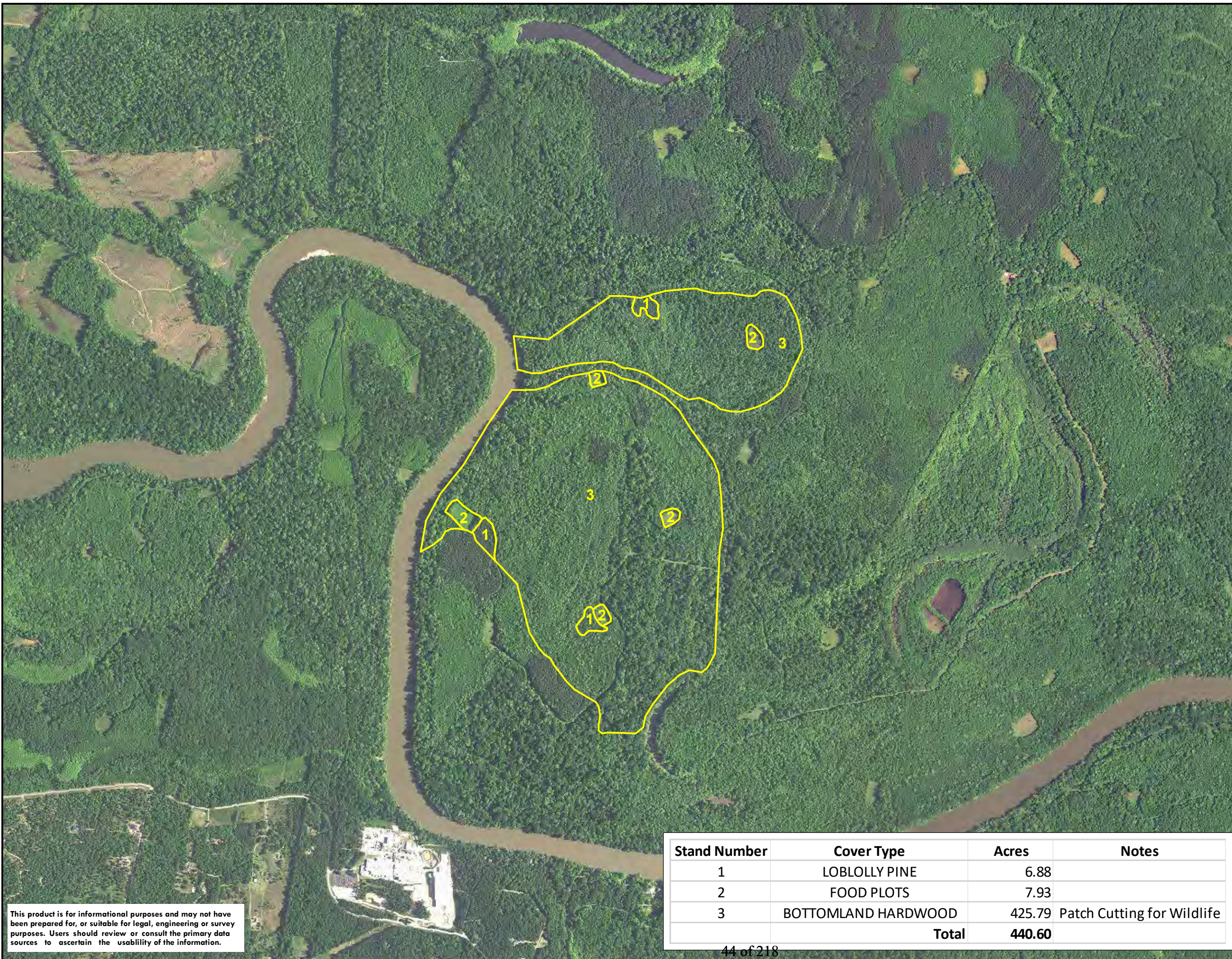
07/09/2019



American Forest Management, Inc.  
[www.americanforestmanagement.com](http://www.americanforestmanagement.com)



Sources: Esri, HERE, Garmin,  
 USGS, Intermap,  
 INCREMENT P, NRCan, Esri



Stand Number	Cover Type	Acres	Notes
1	LOBLOLLY PINE	6.88	
2	FOOD PLOTS	7.93	
3	BOTTOMLAND HARDWOOD	425.79	Patch Cutting for Wildlife
<b>Total</b>		<b>440.60</b>	

This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering or survey purposes. Users should review or consult the primary data sources to ascertain the usability of the information.





Fire Break Installation and Prescribed Burning

<b>Estimates</b>				11-Jan-24
Fire break installation \$165 - 185 for first hour				
\$130 - \$145 each additional hour				
\$30 per acre for prescribed burning				
Estimate 1 hour per 10 acres				

<b>Cabin Branch North Tract</b>			hours				
Stand 1	40.84	acs	4.084	\$ 632.18	Firebreak installation (highest range)		
				\$ 1,225.20	Burning		
				\$ 1,857.38	total		
Stand 2	30.36		3.036	\$ 480.22			
				\$ 910.80			
				\$ 1,391.02	total		
Stand 3	20.69		2.069	\$ 340.01			
				\$ 620.70			
				\$ 960.71	total		
		Tract total:		\$ 4,209.11			
<b>Cabin Branch South Tract</b>			hours				
Stand 1	6.23	acs	0.623	\$ 185.00	Firebreak installation (highest range)		
				\$ 186.90	Burning		
		Tract total:		\$ 371.90	total		
<b>Cabin Branch East Tract</b>			hours				
Stand 1	35.18	acs	3.518	\$ 185.00	Firebreak installation (highest range)		
				\$ 1,055.40	Burning		
		Tract total:		\$ 1,240.40	total		
<b>Mill Creek North Tract</b>			hours				
Stand 1	322.72	acs	32.272	\$ 4,719.44	Firebreak installation (highest range)		
				\$ 9,681.60	Burning		
		Tract total:		\$ 14,401.04	total		
<b>Mill Creek South Tract</b>			hours				
Stand 1	6.88	acs	0.688	\$ 139.76	Firebreak installation (highest range)		
				\$ 206.40	Burning		
		Tract total:		\$ 346.16	total		
		<b>Grand Total:</b>		<b>\$ 20,568.61</b>			





**Agenda Briefing**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	Administration
<b>Date Prepared:</b>	April 18, 2024	<b>Meeting Date:</b>	May 7, 2024
<b>Legal Review</b>	Christopher Ziegler via email	<b>Date:</b>	April 25, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	May 1, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 1, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	7525 Broad River Road Easement Relocation Option Agreement for Western Lane		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of the Easement Relocation Option Agreement (EROA) with EP Realty.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

This easement has no anticipated fiscal impact for Richland County.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns associated with this matter.

**REGULATORY COMPLIANCE:**

There are no regulatory requirements for this easement.

**MOTION OF ORIGIN:**

There is no associated motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

There is an existing easement associated with access to 7525 Broad River Road and the Richland County Utilities (RCU) administrative office. The current easement conflicts with the development of the surrounding properties. EP Realty desires to improve access for the entire tract with the proposed easement relocation option agreement (EROA).

Execution of the EROA will ensure continued and improved access for RCU staff and customers as well as allow EP Realty to develop the new parcels identified on Attachment 1.

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

- Goal 4: Plan for Growth through Inclusive and Equitable Infrastructure
  - Objective 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations
  - Objective 4.3: Create excellent facilities

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

This EROA ensures efficient access to RCU Administrative Office for our employees and customers.

**ATTACHMENTS:**

1. Clean Copy of EROA
2. Current easement



## AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing premises, Five Dollars (\$5.00) and other good and valuable consideration, the receipt and efficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement.
2. Grant of Option. Subject to the terms of this Agreement, Richland County hereby grants to EP Realty the exclusive right and option (the "Option") to terminate the Existing Driveway Easement benefiting the Richland Property, to remove the Existing Driveway, and to construct the New Driveway (as defined below), all as described herein.
3. Conditions Related to Exercise of Option. In the event EP Realty desires to exercise the Option, EP Realty shall provide written notice of such election to Richland County. In such event, EP Realty shall cause a new driveway to be constructed in the location shown and identified as "New Driveway" on the plan attached hereto as Exhibit "B" (the "Plan") (such new driveway hereinafter referred to as the "New Driveway"), which New Driveway shall be constructed prior to removing the Existing Driveway. The New Driveway shall provide, at a minimum, pedestrian and vehicular access between the Richland Property and Western Lane. EP Realty and Richland County agree that upon completion of the New Driveway, and prior to the removal of the Existing Driveway, the parties shall work together to execute and record in the Registry the necessary document(s) granting Richland County, for the benefit of the Richland Property, a non-exclusive easement for ingress, egress and access over and upon the New Driveway (the "Replacement Easement Document") and terminating the Existing Driveway Easement. Such document(s) shall be reviewed and approved by Richland County before recordation.

EP Realty and Richland County acknowledge and agree that the second paragraph in Section 3 of the Original Option requiring Southland to move the existing sewer line concurrently with constructing the New Driveway is no longer applicable or required since Richland County has satisfactory existing sewer service pursuant to the Permanent Easement for Sewer Lines dated July 29, 2008, recorded in Book 1450 at Page 2391, and wishes to continue using the Permanent Easement for Sewer Lines. Notwithstanding the above, it is agreed that EP Realty, or its assignee, shall have the right to move, at their expense, the existing force main and a portion of the existing sewer line from their current location to the location shown on Exhibit "C" attached hereto. Except as set forth hereinabove, all terms and conditions of the Permanent Easement for Sewer Lines shall remain in full force and effect. EP Realty and Richland County further acknowledge and agree that the "Ingress/Egress Easement Centerline" which is shown on the plat recorded in Book 1448 at Page 3620 which is referenced in the above reference Easement recorded in Book 1450 at Page 2391 is no longer valid or in existence and is of no further force and effect and is hereby terminated.

4. Location of New Driveway. The proposed location and configuration of the New Driveway is identified on the Plan, and Richland County hereby consents to such location and configuration. Any alternate location and configuration of the New Driveway other than that identified on the Plan shall have to be approved in writing by Richland County prior to any construction, said approval not to be unreasonably withheld, conditioned, or delayed. EP Realty understands and agrees that regardless of the terms agreed to herein, EP Realty shall be required,

prior to any grading or construction, to acquire all necessary permits and approvals from Richland County in accordance with the Richland County Land Development Code. Nothing agreed to herein shall constitute a waiver of any Richland County ordinance.

5. Construction of the New Driveway. In the event EP Realty exercises the Option, EP Realty shall be responsible for the cost of the construction of the New Driveway and construction shall be undertaken and completed in a good and workmanlike manner. EP Realty agrees that at no time shall such construction prevent vehicular access to and from the Richland Property during the hours of 7:00 AM and 7:00 PM.

6. Maintenance of New Driveway. Richland County shall be responsible for all maintenance of that portion of the New Driveway from the point at which the New Driveway splits into the Proposed Accesses to the Richland Property as shown on Exhibit "B". EP Realty shall be responsible for all maintenance of that portion of the New Driveway from Western Lane to the point at which the New Driveway splits into the Proposed Accesses to the Richland Property. To the extent that the EP Realty Property is developed as more than one parcel, EP Realty's responsibility for maintenance may be split between such parcels based on their respective acreage.

7. Usage of New Driveway. It is understood and agreed that EP Realty, its tenants, employees, invitees, and customers, shall have a permanent, non-exclusive right to utilize the New Driveway for vehicular and pedestrian access, ingress and egress.

8. No Obligation by EP Realty. Nothing herein shall be construed to obligate EP Realty to exercise the Option and construct the New Driveway, and Richland County hereby acknowledges and agrees that the Option may be exercised by EP Realty in EP Realty's sole and absolute discretion.

9. Option Term and Termination. The parties agree that the term of this Option is for five (5) years and it shall expire and automatically terminate five (5) years from the Effective Date.

10. Notices. Notices or other communication hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notices addresses of the parties are as follows:

<u>EP Realty:</u>	EP Realty SC, LLC c/o Sonic Automotive, Inc. Attn: Vice President, Corporate Development 4401 Colwick Road Charlotte, North Carolina 28211
-------------------	--

<u>Richland County:</u>	Richland County, South Carolina 2020 Hampton Street Columbia, South Carolina 29201 Attn: County Administrator
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11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

12. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

13. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties consent to an interpretation by the court that will provide enforcement to the maximum extent permitted by law.

14. Entire Agreement; Amendment. This Agreement is the sole and entire agreement and understanding of the parties with respect to the matters contemplated herein. All prior agreements, representations or understandings regarding the easements and obligations described herein, whether written or oral, shall be merged herein and shall not be construed to change, amend, alter, repeal or invalidate this Agreement. The parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of the EP Realty Property and the Richland Property, and if reasonably required by any such party, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the registry.

15. Governing Law and Jurisdiction. This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement, and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

16. Legal Effect. This Option and other rights and obligations contained in this Agreement shall run with the EP Realty Property and the Richland Property and shall bind the parties and their successors and assigns and every person now or hereafter acquiring an interest in or lien upon the property affected hereby.

17. Assignment. In recognition of the foregoing paragraph, Richland County hereby acknowledges and agrees that EP Realty may assign this Agreement in whole or in part to any purchaser of all or any portion of the EP Realty Property. In such event, an assignment shall be recorded in the Registry that confirms such assignment and updates the notice address(es) applicable to such new owner(s) of the EP Realty Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

***EP REALTY SIGNATURE PAGE TO  
EASEMENT RELOCATION AND OPTION AGREEMENT***

IN WITNESS WHEREOF, EP Realty has executed this Agreement under seal effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Witnesses:

\_\_\_\_\_  
*Witness 1*  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*Witness 2*  
Print Name: \_\_\_\_\_

EP REALTY:

EP Realty SC, LLC, a South Carolina limited liability company

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

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBERG

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State and County set forth above, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of EP Realty SC, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[AFFIX SEAL]

***RICHLAND COUNTY SIGNATURE PAGE TO  
EASEMENT RELOCATION AND OPTION AGREEMENT***

IN WITNESS WHEREOF, Richland County has executed this Agreement under seal effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Witnesses:

\_\_\_\_\_  
*Witness 1*  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*Witness 2*  
Print Name: \_\_\_\_\_

RICHLAND COUNTY:

RICHLAND COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
SOUTH CAROLINA

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

STATE OF SOUTH CAROLINA  
  
COUNTY OF RICHLAND

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State and County set forth above, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of Richland County, a political subdivision of the State of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

\_\_\_\_\_  
Notary Public

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

My commission expires: \_\_\_\_\_

[AFFIX SEAL]



# EXHIBIT A

## Relocation of Existing Force Main and Portion of Existing Sewer Line

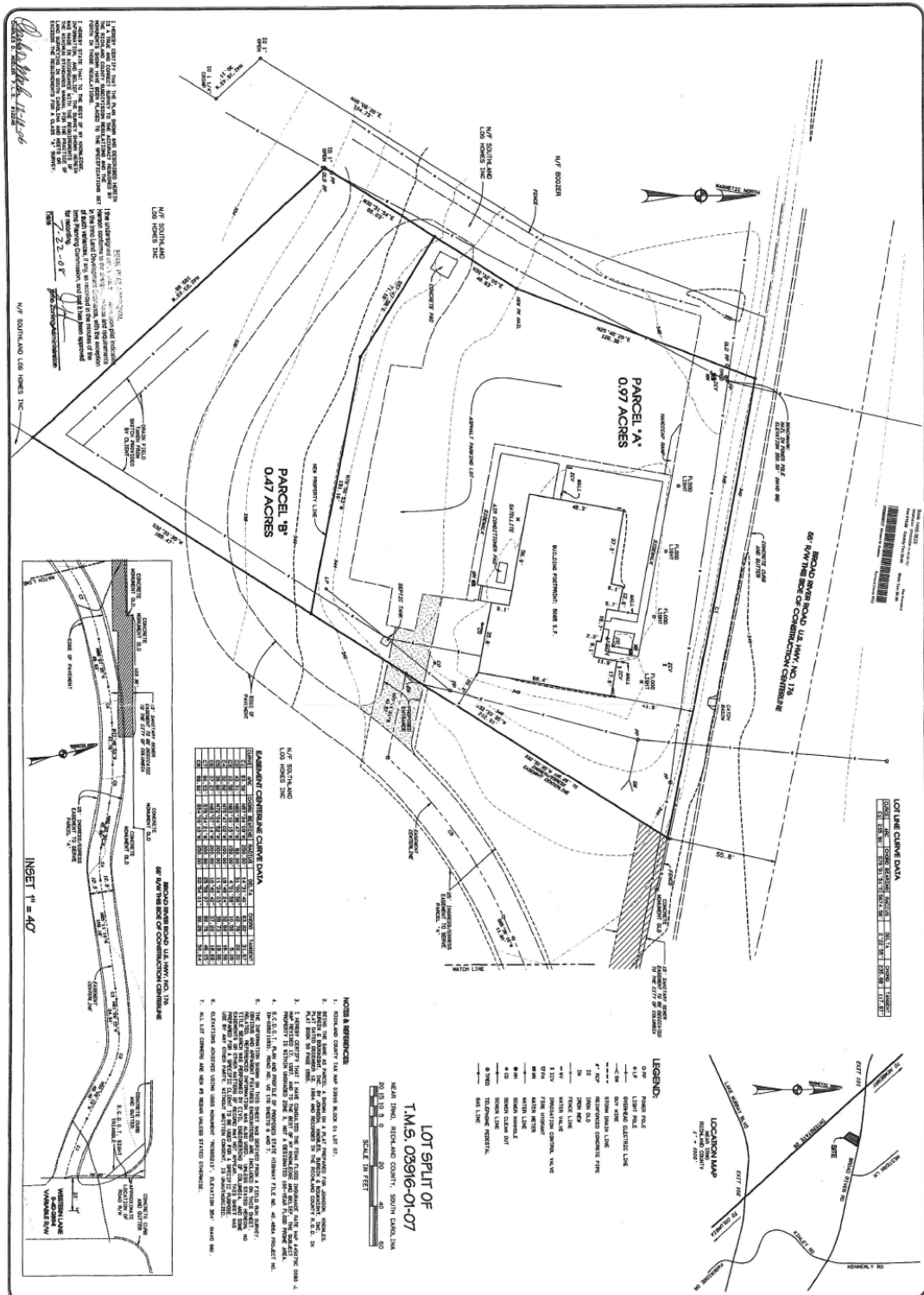
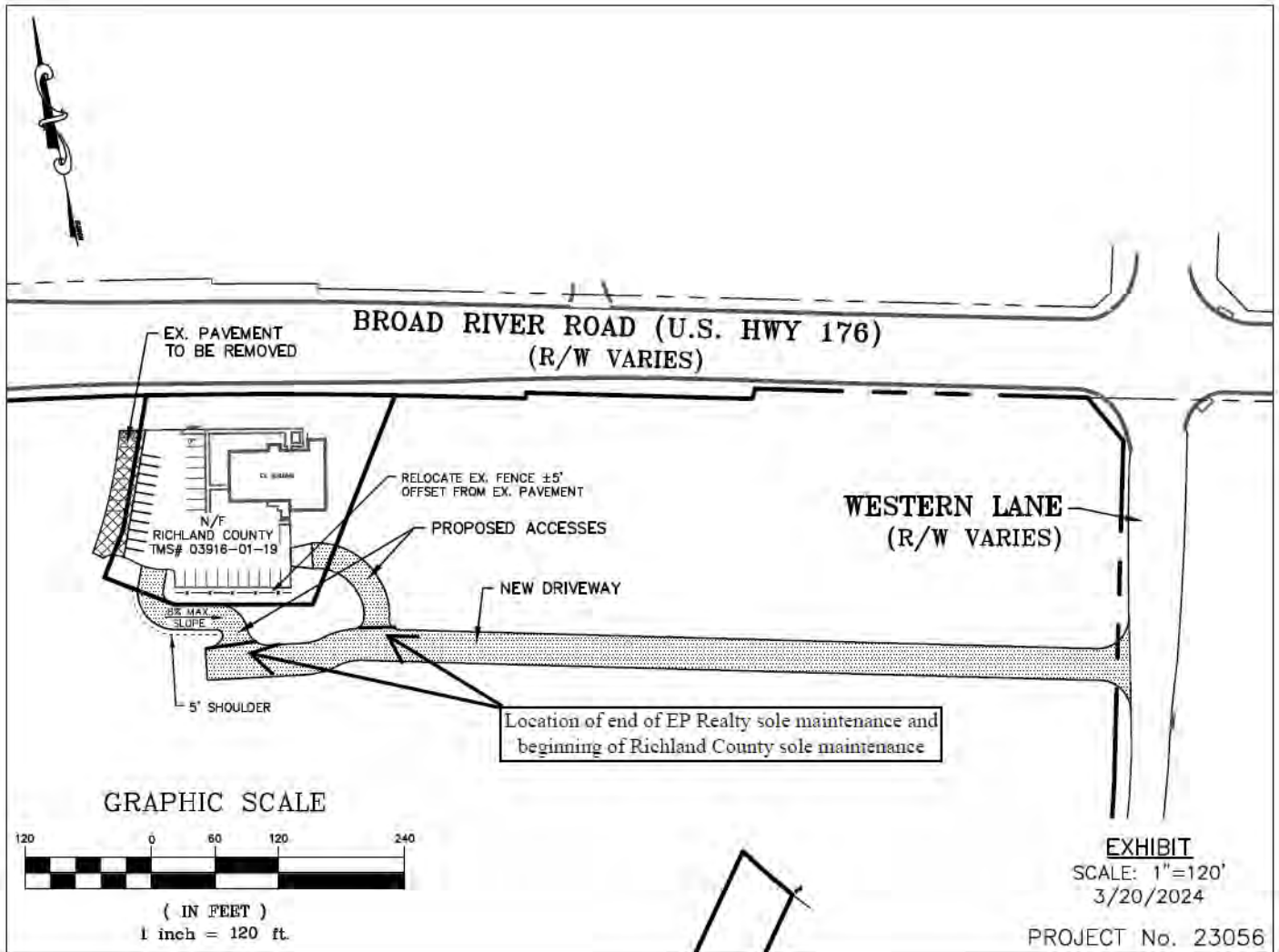


EXHIBIT B

Plan for New Driveway



# EXHIBIT C

## Relocation of Existing Force Main and Portion of Existing Sewer Line



COPY

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

*T-08-510 JTA*  
TITLE TO REAL ESTATE  
WITH FIRST RIGHT OF  
REPURCHASE RESERVED

KNOW ALL MEN BY THESE PRESENTS, THAT Southland Log Homes, Inc. (hereinafter referred to as the "GRANTOR") in the State aforesaid, for and in consideration of the sum of SIX HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED EIGHTY SIX AND NO/100s (\$678,386.00) Dollars, to it in hand paid at and before the sealing of these presents by **THE COUNTY OF RICHLAND, SOUTH CAROLINA, (HEREINAFTER REFERRED TO AS THE "GRANTEE")** in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said GRANTEE, its successors-in-interest and/or Assigns, **HOWEVER RESERVING** unto the said Grantor, its successors-in-interest and/or assigns, a right of first refusal to repurchase the property as defined below, the following describe property, to wit::

All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as **Parcel 'A' (containing 0.97 acres) on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in Record Book 1448 at Page 3620,** and having such boundaries and measurements as shown on said plat, reference to which is craved for a more complete description of said parcel, be all measurements a little more or less.

The above lot being portion of the property devised to Southland Log Homes, Inc., by deed from the South Carolina Department of Transportation, dated September 28, 2000, and recorded October 6, 2000, in Record Book 449 at Page 73.

**This conveyance is specifically made subject to a Right of First Refusal to repurchase the subject property, reserved in the grantor, its successors-in-interest and/or assigns, in the event that the grantee herein decides to sell or transfer any or all of its interests in and to the subject property. Such right shall be held by the grantor, its successors and/or assigns. This right shall be enforceable regardless**

Deed  
State Tax: \$0.00  
Book 1450-2379  
2008060491 07/29/2008 11:42:25:647  
Fee: Exempt County Tax: \$0.00  
Richard W. Rodden  
Richland County ROD  
2008060491



of whether such conveyance is for value or not, whether it is a public or private sale, whether it is to a private or public entity, or whether the transfer is to any political entity or affiliate of the grantee. **The terms of the Right of First Refusal to Repurchase shall be as contained on Exhibit 'A' attached hereto and incorporated by reference herein.**

TMS#: Portion of 03916-01-07  
Property Address: 7525 Broad River Road, Irmo, SC 29063  
Grantee's Address: 2020 Hampton Street  
COLUMBIA SC 29204

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property, and the right to re-purchase as herein stated.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise or appertaining, subject to the right to re-purchase as herein stated..

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said GRANTEE, its successors-in-interest and/or assigns forever, subject to the right to re-purchase as herein stated..

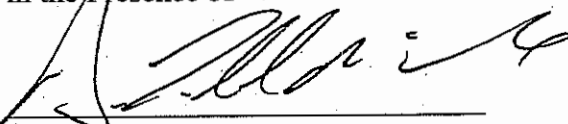
And Southland Log Homes, Inc., does hereby bind itself and its successors-in-interest and/or assigns, to warrant and forever defend all and singular the said Premises unto the said Grantee, its successors-in-interest and/or assigns, against itself and its successors, and against any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural and vice versa. Any reference to one gender shall include the others, including the neuter. Such works of inheritance shall be applicable as are required by the gender of the grantee.

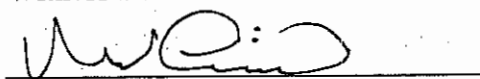
IN WITNESS whereof, Southland Log Homes, Inc., has caused these presents to be executed by the undersigned authorized signor this 29 day of July in the year of our Lord Two Thousand and Eight.

Signed, Sealed and Delivered  
in the Presence of

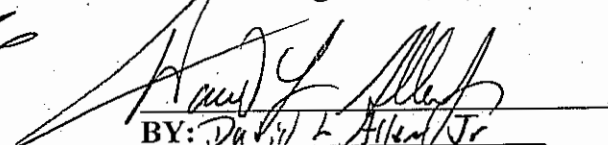
Southland Log Homes, Inc.



Witness #1



Witness #2



BY: David L. Allen Jr

Its: Assistant Secretary

STATE OF SOUTH CAROLINA

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

AFFIDAVIT OR PROBATE

**PERSONALLY APPEARED** before me the undersigned witness and made oath that he/she saw the within named Southland Log Homes, Inc., by David L. Allen, its Assistant Secretary, sign, seal, and as his/her Act and Deed, deliver the within written Deed with accompanying Right of First Refusal to Repurchase; and that he/she with the other witness witnessed the execution thereof.

**SWORN TO** before me this 29 day of July, 2007.

 (L.S.)

Notary Public for South Carolina  
My Commission Expires: 2-9-2016

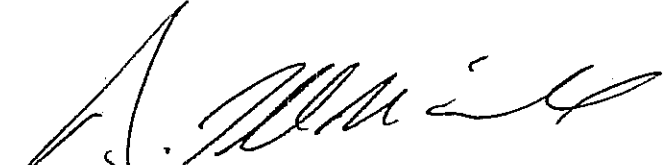
  
Witness From Above (Not Notary)

Exhibit 'A'

TERMS FOR RIGHT OF FIRST REFUSAL TO REPURCHASE

Between Southland Long Homes, Inc (hereinafter the 'Grantor') and The County of Richland, South Carolina (hereinafter the 'Grantee')

The Right of First Refusal to Repurchase as reserved by the grantor in the within deed is subject to the following covenants, terms, and conditions:

[A] The Grantee shall notify the Grantor in writing and delivered to the Grantor's address of record, of the notice or intent to transfer all or part of the subject property. The Grantor shall have 20 business days to provide written notice of its intent to either exercise its right to repurchase or decline.

[B] The grantor herein shall have 60 days to complete the purchase from the date it elects to exercise its right to repurchase hereunder.

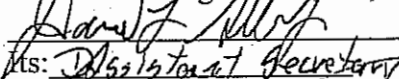
[C] In determining the purchase price to be paid upon the exercise of this right, the grantor will have the right to match any bona fide offer of purchase for the property received by the grantee. The grantor must be furnished with and have received an official, written copy of the offer of purchase before the 20 day period called for under Item '[A]' above will commence. Such copy of the offer must be fully executed and binding.

[D] In the event that the Grantor does not elect to exercise its right to repurchase the subject property, the Grantor will sign a document to that effect at the Grantee's request to be recorded in the appropriate Register of Deeds Office to serve as record notice of its election not to repurchase.

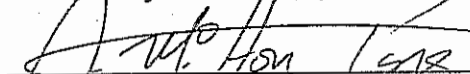
[E] This Right of First Refusal to Repurchase is assignable by the grantor herein, its successors-in-interest and/or assigns in the event that the surrounding property of the grantor herein is sold or transferred by merger.

[F] In the event that the Grantee herein transfers any or all of its rights and interests in the subject property without first obtaining the Grantor's written decision to exercise or decline its Right to Repurchase, then the Grantee shall be liable to the Grantor for damages, including attorney's fees, and such conveyance made without the election of the grantor may be voidable and subject to the right of repurchase by the grantor herein.

Southland Long Homes, Inc,

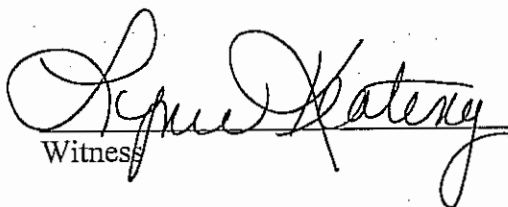
  
Its: Assistant Secretary

The County of Richland, South Carolina

  
By: J. Milton Pope  
Its: Richland County Administrator



Witness



Witness

COPY

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF RICHLAND )

P-08-0510 *dm*  
**PERMANENT EASEMENT for  
INGRESS AND EGRESS**

WHEREAS, **Southland Log Homes, Inc.** (hereinafter referred to as the 'grantor') has entered into an agreement to sell unto **The County of Richland, South Carolina** (hereinafter referred to as the 'grantee') certain property (referenced below), and whereas grantee has agreed to purchase said property from grantor, and

WHEREAS, the property being simultaneously sold and purchased herewith is described as follows, to wit:

All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as **Parcel 'A' (containing 0.97 acres) on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in Record Book 1448 at Page 3620, and having such boundaries and measurements as shown on said plat, reference to which is craved for a more complete description of said parcel, be all measurements a little more or less.**

The above lot being part of the property devised to Southland Log Homes, Inc., by deed from the South Carolina Department of Transportation, dated September 28, 2000, and recorded October 6, 2000, in Record Book 449 at Page 73, and

Being referred to herein as the 'Dominant Tenement', and

WHEREAS, the parties have agreed that the said County of Richland, South Carolina, shall have a permanent easement across other lands of the grantee lying to the East of the above property for the purpose of ingress and egress to and from the Dominant Tenement to Western Lane (S-40-2894), and

WHEREAS, Southland Log Homes, Inc., is the owner of the intervening real property located to the East of the Dominant Tenement between it and the said Western Lane, to wit:

All that certain piece, parcel or lot land, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as **portions of Tax Map Numbers 003916-01-15, 03916-01-16, 03916-01-12, 03916-01-09, and 03916-01-14.**

Being referenced herein as the 'Servient Tenement', and

Book 1450-2383  
2008060492 07/29/2008 11:42:26.303 Easement  
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00





WHEREAS, the parties wish to formalize this grant of easement by this document to be recorded at the Register of Deeds Office for Richland County, NOW,

THEREFORE KNOW ALL MEN BY THESE PRESENTS, THAT **Southland Log Homes, Inc.**, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars and the fulfillment of the purchase of the above referenced property paid to it by **The County of Richland, South Carolina**, receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, and sell unto the said County of Richland, South Carolina, its successors-in-interest and/or assigns, the following described easement:

A perpetual, non-exclusive easement appurtenant solely for ingress and egress to connect Parcel 'A' (Dominant Tenement) on the above referenced plat to the road known as Western Lane located to the east of the of the dominant tenement. Said easement shall only be 25 feet in width, and it is specifically shown and delineated as '25' INGRESS / EGRESS EASEMENT TO SERVE PARCEL 'A' and 'PROPOSED ENTRANCE' on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in **Record Book 1448 at Page 3620**. and having the same property shape, metes, measurements, and bounds as shown on said plat, be all measurements a little more or less.

This easement is being conveyed subject to the encroachment of a portion of the 15' Sanitary Sewer Easement as shown on said plat, as well as the rights of any governmental body to same. This easement is also specifically subject to the rights of the grantor herein to use the said easement property for any lawful purpose so long as such use does not interfere with the grantee's specific use of the easement as herein granted. It is specifically understood that the grantee, its successors and/or assigns, shall NOT be allowed to construct or erect any gates or barriers on the said defined easement.

Maintenance of this easement shall be born equally between the parties hereto, their respective successors-in-interest, and/or assigns.

TO HAVE AND TO HOLD, all and singular the said easement before mentioned unto the said **County of Richland, South Carolina**, its successors and/or assigns.

And, Southland Log Homes, Inc., does hereby bind itself and its successors and/or assigns, to warrant and forever defend all and singular the said easement unto the said County of Richland, South Carolina, its successors-in-interest and/or assigns, against itself and its successors and/or assigns lawfully claiming or to claim the same, or any part thereof



COPY

===== ABOVE SPACE FOR RECORDING INFORMATION =====

STATE OF SOUTH CAROLINA )  
)  
)  
COUNTY OF RICHLAND )

P-08-0510 *JTA*  
**TEMPORARY EASEMENT for  
INGRESS and EGRESS  
WITH AUTOMATIC REVERTER**

WHEREAS, **Southland Log Homes, Inc.** (hereinafter referred to as the 'grantor') has entered into an agreement to sell unto **The County of Richland, South Carolina** (hereinafter referred to as the 'grantee') certain property (referenced below), and whereas Grantee has agreed to purchase said property from Grantor, and

WHEREAS, the property being simultaneously sold and purchased herewith is scribed as follows, to wit:

All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as **Parcel 'A' (containing 0.97 acres) on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in Record Book 1448 at Page 3620**, and having such boundaries and measurements as shown on said plat, reference to which is craved for a more complete description of said parcel, be all measurements a little more or less.

The above lot is a portion of the property conveyed unto Southland Log Homes, Inc., by deed from the South Carolina Department of Transportation, dated September 28, 2000, and recorded October 6, 2000, in Record Book 449 at Page 73, and

Being referred to herein as the 'Dominant Tenement', and

WHEREAS, there is also being conveyed from the grantor to the grantee, simultaneously herewith, a permanent access easement across other lands of the grantor so that the grantee will eventually enter the dominant tenement along its Eastern Side Boundary at the location shown as 'Proposed Entrance' on the subject plat, which is the terminus of the Permanent Access Easement to the above lot leading from Western Lane as shown on said plat, and

WHEREAS, the location of Guy Wires on the site of the 'Proposed Entrance' on said plat prevents it from being used as the access at the current time, and

Book 1450-2386  
2008060493 07/29/2008 11:42:28.740  
Fee:\$11.00 County Tax:\$0.00  
State Tax:\$0.00  
Easement  
2008060493 Richard W. Rodden  
Richland County ROD

WHEREAS, it is the intent of the parties that within a reasonable amount of time from the conveyance of the Dominant Tenement from the Grantor to the Grantee, said guy wires will be removed or relocated and thereby open the permanent access easement for its intended use at the intended terminus, and

WHEREAS, that parties have agreed that the said Grantee shall have a temporary easement across other lands of the Grantor for the purpose of a temporary access easement for ingress and egress to the dominant tenement until the Guy Wires are relocated or removed, and

WHEREAS, Southland Log Homes, Inc., is the owner of the intervening real property located immediately to the East, South, and West of the Dominant Tenement as shown on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in Record Book 1448 at Page 3620, being referenced herein as the 'Servient Tenement', and

WHEREAS, the parties wish to formalize this grant of this temporary easement for ingress and egress by this document to be recorded at the Register of Deeds Office for Richland County, NOW,

THEREFORE KNOW ALL MEN BY THESE PRESENTS, THAT **Southland Log Homes, Inc.**, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars and the fulfillment of the purchase of the above referenced property paid to it by Richland County, receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, and sell unto **The County of Richland, South Carolina**, its successors-in-interest and/or assigns, the following described easement:

A 25 foot wide **temporary** easement appurtenant solely for vehicular ingress and egress to the dominant tenement herein described starting at the point where the permanent "25' Ingress/Egress Easement to Serve Parcel 'A'" meets the "Proposed Entrance" to the dominant tenement as shown on said plat, and extending therefrom at a width of 25 feet along the run of the existing, paved driveway on said plat in a Southerly and Westerly direction until it meets the boundary line of Parcel 'B' on said plat. Thence, it shall continue to run in a Westerly direction across the said Parcel 'B', at a width of 25 feet, along the run of the existing paved driveway on said plat, to the Western boundary of Parcel 'B'. Thence, it shall run in a Northerly direction along and parallel to the Western Boundary of Parcel 'A' (Dominant Tenement) at a width of 25 feet along the existing, paved driveway as shown on said plat, where it enters the 'Asphalt Parking Lot' of Parcel 'A' (dominant tenement), all as more clearly shown on that certain plat recorded in the Register of Deeds Office for Richland County in **Record Book 1448 at Page 3620.**

This Easement being herein granted is **NOT A PERPETUAL EASEMENT**. It is the intent of both of the parties hereto that the grantee will cease to use this temporary access easement when the guy wires currently blocking the 'Proposed Entrance' portion of the Permanent Access Easement simultaneously granted herewith are removed and the "Proposed Entrance" is completed. At that point, access to the dominant tenement shall be through the 'Proposed Entrance' as shown on said plat. Therefore, upon the removal of the guy wires herein referenced and completion of the 'Proposed Entrance', this 'Temporary Easement for Ingress and Egress' herein granted, and all the rights granted hereto, will **AUTOMATICALLY TERMINATE and REVERT** back to the grantor, its successors and/or assigns. Upon such termination, the grantee shall have no further rights in and to the temporary easement area herein described, and the grantor shall be allowed to have total control over the temporary easement area herein described.

This easement is specifically **LIMITED IN ITS SCOPE** to allow only county vehicles or those doing business with the county access, and is not intended for use by the general public. It is specifically understood that the maintenance of the temporary easement area shall be shared between the grantor and grantee herein.

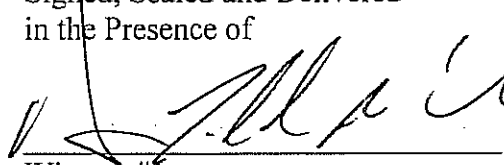
This easement is conveyed **SUBJECT TO** the overlap of a portion of an existing drain field service line as shown on said plat, as well as the rights of any governmental body to same. This easement is also specifically subject to the rights of the grantor herein to use the said easement property for any lawful purpose so long as such use does not interfere with the grantee's specific use of the easement as herein granted.

TO HAVE AND TO HOLD, all and singular the said easement before mentioned unto the said **County of Richland, South Carolina**, its successors-in-interest and/or assigns, subject to the terms and conditions set forth above.

And, Southland Log Homes, Inc., does hereby bind itself and its successors and/or assigns, to warrant and forever defend all and singular the said easement unto the said **County of Richland, South Carolina**, its successors-in-interest, and/or assigns, against itself and its successors and/or assigns lawfully claiming or to claim the same, or any part thereof

**IN WITNESS** whereof, Southland Log Homes, Inc., has caused these presents to be executed by the undersigned authorized signor this 29<sup>th</sup> day of July in the year of our Lord Two Thousand and Eight.

Signed, Sealed and Delivered  
in the Presence of

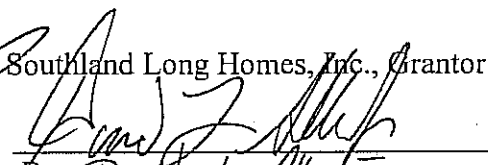


Witness #1



Witness #2

Southland Long Homes, Inc., Grantor

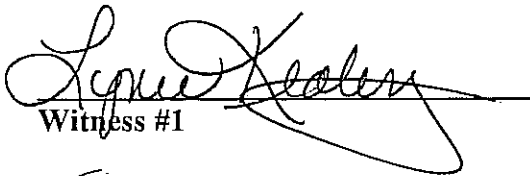


By: David L. Allen Jr

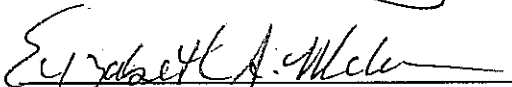
Its: Assistant Secretary

By Way of Acceptance of the terms of the Easement herein granted the undersigned authorized representative of the County of Richland hereby signs as evidence of its agreement to the above terms, restrictions, and reservations.

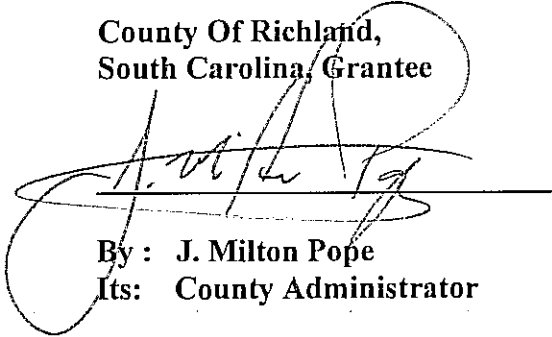
County Of Richland,  
South Carolina, Grantee



Witness #1



Witness #2



By : **J. Milton Pope**

Its: **County Administrator**

THE STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE For GRANTOR

PERSONALLY APPEARED before me the undersigned witness and made oath that he/she saw the within named Southland Log Homes, Inc., by David L. Allen, its Assistant Secretary, sign, seal, and as his Act and Deed, deliver the within written Easement; and that he/she with the other witness witnessed the execution thereof.

SWORN TO before me this  
29 day of July, 2008.

[Signature]  
Witness From Above

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2-9-2016

\*\*\*\*\*

THE STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE For GRANTEE

PERSONALLY APPEARED before me the undersigned witness and made oath that he/she saw the within named County of Richland, South Carolina, by J. Milton Pope, its County Administrator, sign, seal, and as his Act and Deed, deliver the within written acceptance of terms of easement; and that he/she with the other witness witnessed the execution thereof.

SWORN TO before me this  
20<sup>th</sup> day of July, 2008.

[Signature]  
Witness From Above

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 1-4-2016

COPY

STATE OF SOUTH CAROLINA )  
)  
)  
COUNTY OF RICHLAND )

P-08-0510 *DTM*  
**PERMANENT EASEMENT for  
SEWER LINES**

WHEREAS, **Southland Log Homes, Inc.** (hereinafter referred to as the 'grantor') has entered into an agreement to sell unto **The County of Richland, South Carolina** (hereinafter referred to as the 'grantee') certain property (referenced below), and whereas grantee has agreed to purchase said property from grantor, and

WHEREAS, the property being simultaneously sold and purchased herewith is escribed as follows, to wit:

All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as **Parcel 'A' (containing 0.97 acres) on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in Record Book 1448 at Page 3620**, and having such boundaries and measurements as shown on said plat, reference to which is craved for a more complete description of said parcel, be all measurements a little more or less.

The above lot being part of the property devised to Southland Log Homes, Inc., by deed from the South Carolina Department of Transportation, dated September 28, 2000, and recorded October 6, 2000, in Record Book 449 at Page 73, and

Being referred to herein as the 'Dominant Tenement', and

WHEREAS, the parties have agreed that the said grantee shall have a permanent easement across other lands of the grantor lying to the East of the above property for the purpose of connecting onto the existing sewer force main located on the grantor's property, and

WHEREAS, grantor is the current owner of the real property located to the East of the above described parcel that is necessary to connect the above described property to the said force main, to wit:

All that certain piece, parcel or lot land, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as **that certain '15' Sanitary Sewer Easement to be Dedicated to the City of Columbia'**, on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in Record Book 1448 at Page 3620,

Book 1450-2391  
2008060494 07/29/2008 11:42:26.803  
Fee: \$10.00 County Tax: \$0.00  
Easement  
State Tax: \$0.00  
2008060494 Richard W. Rodden  
Richland County ROD



Being referenced herein as the 'Servient Tenement', and

WHEREAS, the parties wish to formalize this grant of easement by this document to be recorded at the Register of Deeds Office for Richland County, NOW,

THEREFORE KNOW ALL MEN BY THESE PRESENTS, THAT **Southland Log Homes, Inc.**, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars and the fulfillment of the purchase of the above referenced property paid to it by The County of Richland, South Carolina, receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, and sell unto The County of Richland, South Carolina, its successors-in-interest and/or assigns, the following described easement:

An easement appurtenant solely for the installation and maintenance of sewer lines to connect Parcel 'A' (Dominant Tenement) on the above referenced plat to the force sewer main located on the grantor's property lying to the east of the said Parcel 'A'. Said easement shall be 15 feet in width, and shall extend in an easterly direction from the northeastern-most corner of the 'Dominant Tenement' along the northern side of the grantor's property as shown on said plat to the force main. Said easement being hereby granted is more *particularly shown and designated as that certain '15' Sanitary Sewer Easement to be Dedicated to the City of Columbia'*, on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in **Record Book 1448 at Page 3620**.

This easement is being conveyed subject to the encroachment of a portion of the 25' Ingres/Egress Easement onto the said sewer line easement, as well as the rights of any governmental body or service provider to same. This easement is also subject to the rights of the grantor herein to use the said easement property for any lawful purpose so long as such use does not interfere with the grantee's specific use of the easement area to transport sewage from the dominant tenement to the above referenced sewer force main.

The Grantee herein shall solely be responsible for the maintenance of any sewer lines or equipment servicing their property that is located in the above defined easement area. Under no circumstance shall the grantor be liable for any maintenance to the grantee's lines or equipment located in the above referenced easement area.

TO HAVE AND TO HOLD, all and singular the said easement before mentioned unto the said County of Richland, South Carolina, its successors and/or assigns.



COPY

===== ABOVE SPACE FOR RECORDING INFORMATION =====

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF RICHLAND )

P-08-0510 *dm*  
**TEMPORARY EASEMENT for  
SEPTIC TANK DRAINFIELD  
WITH AUTOMATIC REVERTER**

WHEREAS, **Southland Log Homes, Inc.** (hereinafter referred to as the 'Grantor') has entered into an agreement to sell unto **The County of Richland, South Carolina** (hereinafter referred to as the 'Grantee') certain property (referenced below), and whereas Grantee has agreed to purchase said property from Grantor, and

WHEREAS, the property being simultaneously sold and purchased herewith is cribed as follows, to wit:

All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as **Parcel 'A' (containing 0.97 acres) on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in Record Book 1448 at Page 3620**, and having such boundaries and measurements as shown on said plat, reference to which is craved for a more complete description of said parcel, be all measurements a little more or less.

The above lot being a portion of the property conveyed unto Southland Log Homes, Inc., by deed from the South Carolina Department of Transportation, dated September 28, 2000, and recorded October 6, 2000, in Record Book 449 at Page 73, and

Being referred to herein as the 'Dominant Tenement', and

WHEREAS, the septic tank currently servicing the structure located on the above said lot is located on the said Parcel 'A' to be conveyed, but the accompanying drain field is located on lands to be retained by the grantor (Parcel 'B' on said plat), and

Whereas, there is also being conveyed from the grantor to the grantee, simultaneously herewith, a permanent sewer easement across other lands of the grantor so that the grantee will eventually connect its sewer service to the public utility and abandon the septic tank and its accompanying drain field, and

WHEREAS, that parties have agreed that the said grantee shall have a temporary easement across other lands of the grantee lying to the South of the above property for the purpose of discharging routine sanitary sewer waste from the Dominant Tenement's

Book 1450-2394  
2008060465 07/29/2008 11:42:28.887  
Fee: \$11.00 County Tax: \$0.00 State Tax: \$0.00  
Easement



2008060465 Richard W. Rodden

Richland County ROD

current septic tank to an existing drain field located on property retained by the grantor until such time as the property is connected to the public sewer service, and

WHEREAS, Southland Log Homes, Inc., is the owner of the real property located to the South of the Dominant Tenement whereon the drain filed is located, to wit:

All that certain piece, parcel or lot land, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as **Parcel 'B' (containing 0.47 acres) on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in Record Book 1448 at Page 3620**, and having such boundaries and measurements as shown on said plat, reference to which is craved for a more complete description of said parcel, be all measurements a little more or less.

The above lot being part of the property devised to Southland Log Homes, Inc., by deed from the South Carolina Department of Transportation, dated September 28, 2000, and recorded October 6, 2000, in Record Book 449 at Page 73, and

Being referenced herein as the 'Servient Tenement', and

WHEREAS, the parties wish to formalize this grant of a temporary easement by this document to the recorded at the Register of Deeds Office for Richland County, NOW,

THEREFORE KNOW ALL MEN BY THESE PRESENTS, THAT **Southland Log Homes, Inc.**, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars and the fulfillment of the purchase of the above referenced property paid to it by **The County of Richland, South Carolina**, receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, and sell unto **The County of Richland, South Carolina**, its successors-in-interest and/or assigns, the following described easement:

A **temporary** easement appurtenant solely for the routine discharge of sanitary sewer waste from the current septic tank located on the dominant tenement into the drain field currently located on Parcel 'B' referenced above. This easement begins at the Southeasternmost corner of the dominant tenement and extends southward along the eastern property line of the above referenced Parcel 'B'. Upon reaching the Southernmost corner of the servient tenement, the drain field easement proceeds westerly along the southern property line of the servient tenement. The approximate location of this easement is shown and designated as 'Drain Field Taken From Sketch Provided By Client' located on Parcel 'B', on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in **Record Book 1448 at Page**

3620, and having such boundaries and shape as shown on said plat, reference to which is craved for a more complete description of said parcel, be all measurements a little more or less.

This Easement is **NOT A PERPETUAL EASEMENT**. It is the intent of both of the parties hereto that the grantee will cease to use the septic tank and drain field when it connects its sanitary sewer to the municipal system via the permanent easement located to the northeast of the dominant tenement. To this end, a permanent sewer easement is also, simultaneously herewith, being granted from the grantor to the grantee for that purpose. Upon the connection of the grantee's property to the municipal system and verification of proper function and termination of existing facilities, this 'Temporary Easement for Septic Tank Drain field' and all the rights granted hereto, will **AUTOMATICALLY TERMINATE and REVERT** back to the grantor, its successors and/or assigns. Upon such termination, the grantee shall have no further rights in and to the drain field and accompanying land used therefore, and the grantor shall be allowed to remove the said drain field pipe at its discretion.

This easement is specifically **LIMITED IN ITS SCOPE** to allow only the normal flow of sewage from the structure currently located on the subject dominant tenement at the time this easement is granted. This easement shall not include any authority or right of the grantee to discharge any additional volume of sewage that would be the result of an expansion by the grantee of the facilities currently in place on the dominant tenement at the time of the granting of this easement. Any alteration of the grantee on the dominant tenement that would result in an increase of the volume of sewage being placed in the drain field over that which is needed for the structure currently located thereon is specifically not authorized by this grant of temporary easement.

It is specifically understood that the maintenance of the drain filed herein noted will be the sole responsibility of the grantee herein. The grantor shall **NOT** be responsible for the maintenance and repair of the drain field. In the event that the grantee has to make repairs to the said easement, it shall re-furbish and repair any damage caused to any improvements located on the grantor's property to a condition substantially close to the condition of the property before being disturbed. Such repair and refurbishment shall be completed within a reasonable time of making the needed service to the drain field.

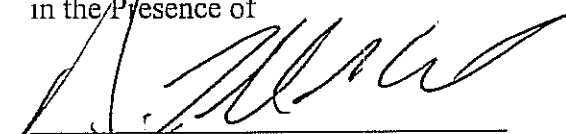
This easement is being conveyed is **SUBJECT TO** the overlap of a portion of a paved road currently located on the property as shown on said plat, as well as the rights of any governmental body to same. This easement is also specifically subject to the rights of the grantor herein to use the said easement property for any lawful purpose so long as such use does not interfere with the grantee's specific use of the easement as herein granted.

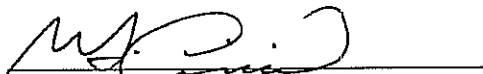
TO HAVE AND TO HOLD, all and singular the said easement before mentioned unto the said **County of Richland, South Carolina**, its successors-in-interest and/or assigns, subject to the terms and conditions as set forth above.

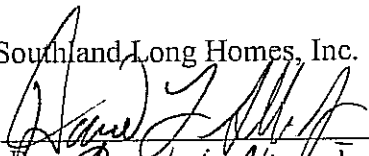
And, Southland Log Homes, Inc., does hereby bind itself and its successors and/or assigns, to warrant and forever defend all and singular the said easement unto the said **County of Richland, South Carolina**, its successors-in-interest, and/or assigns, against itself and its successors and/or assigns lawfully claiming or to claim the same, or any part thereof

IN WITNESS whereof, Southland Log Homes, Inc., has caused these presents to be executed by the undersigned authorized signor this 29th day of July in the year of our Lord Two Thousand and Eight.

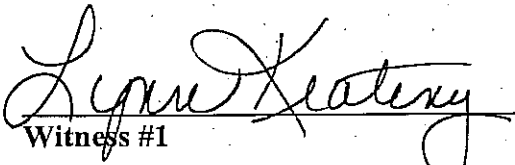
Signed, Sealed and Delivered  
in the Presence of

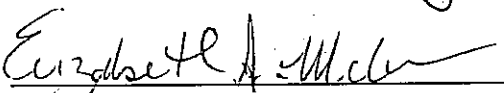
  
\_\_\_\_\_  
Witness #1

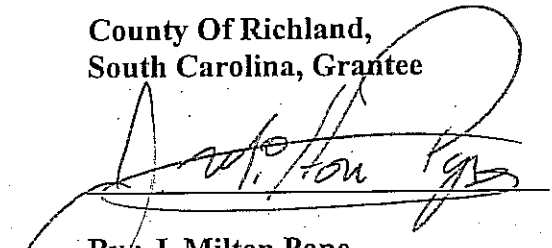
  
\_\_\_\_\_  
Witness #2

Southland Long Homes, Inc.  
  
\_\_\_\_\_  
By: David F. Allen Jr  
Its: Assistant Secretary

By Way of Acceptance of the terms of the Easement herein granted the undersigned authorized representative of the County of Richland hereby signs as evidence of its agreement to the above terms, restrictions, and reservations.

  
\_\_\_\_\_  
Witness #1

  
\_\_\_\_\_  
Witness #2


County Of Richland,  
South Carolina, Grantee  
  
\_\_\_\_\_  
By: J. Milton Pope  
Its: County Administrator


THE STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE For GRANTOR

PERSONALLY APPEARED before me the undersigned witness and made oath that he/she saw the within named Southland Log Homes, Inc., by David L. Allen, its Assistant Secretary, sign, seal, and as his Act and Deed, deliver the within written Temporary Easement; and that he/she with the other witness witnessed the execution thereof.

SWORN TO before me this 29 day of July, 2008.

  
Witness From Above

 (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2-9-2011

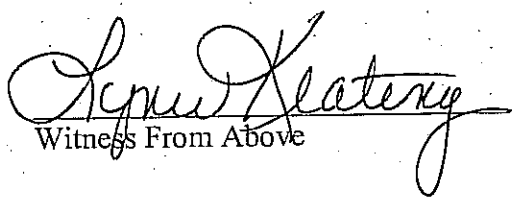
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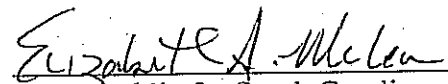
THE STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE For GRANTEE

PERSONALLY APPEARED before me the undersigned witness and made oath that he/she saw the within named County of Richland, South Carolina, by J. Milton Pope, its County Administrator, sign, seal, and as his Act and Deed, deliver the within written acceptance of terms of easement; and that he/she with the other witness witnessed the execution thereof.

SWORN TO before me this 28<sup>th</sup> day of July, 2008.

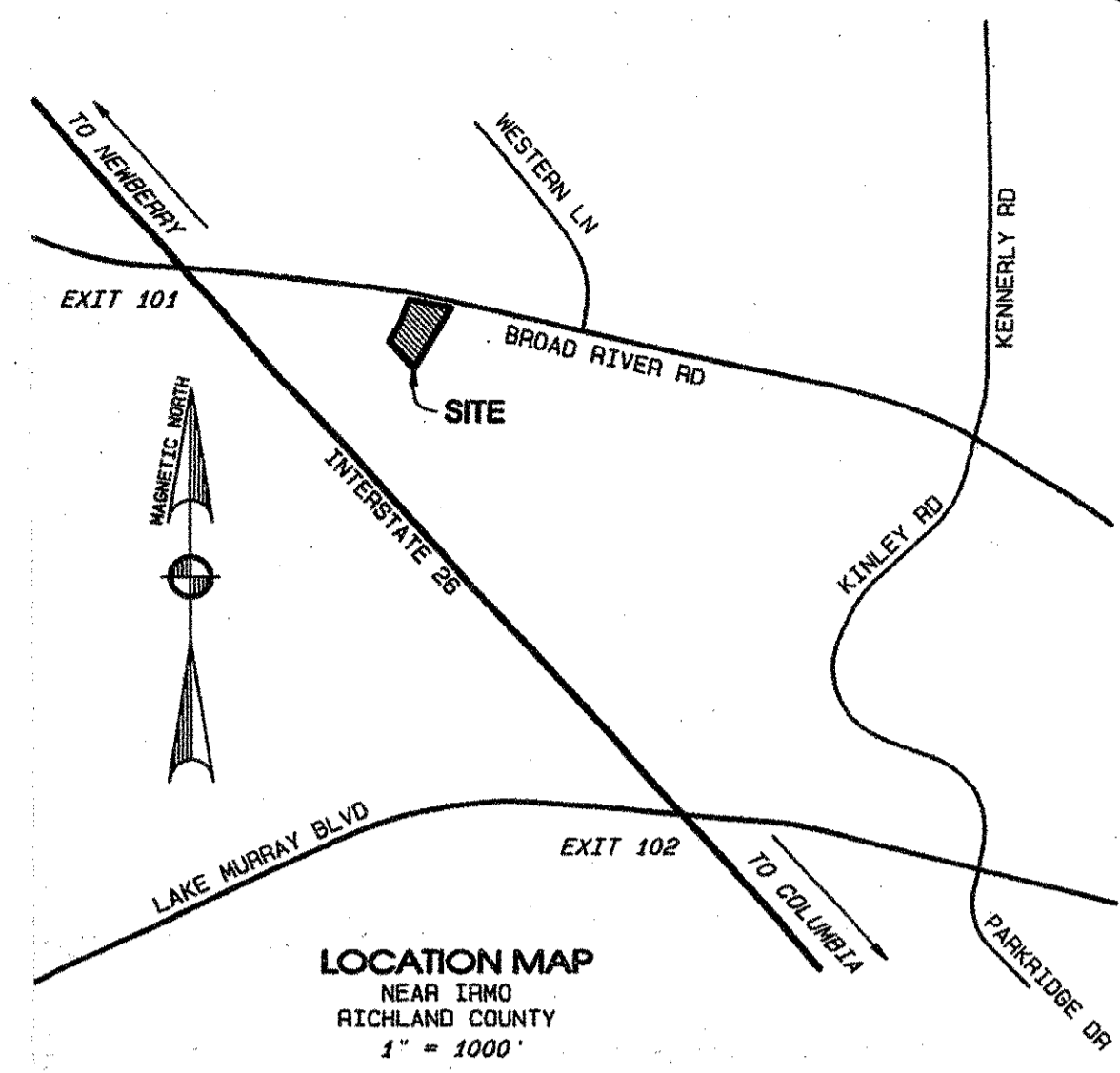
  
Witness From Above

 (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 1-4-2016



**LOT LINE CURVE DATA**

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	239.90'	S79°01'51"E	5674.56'	2°22'55"	235.88'	117.97'



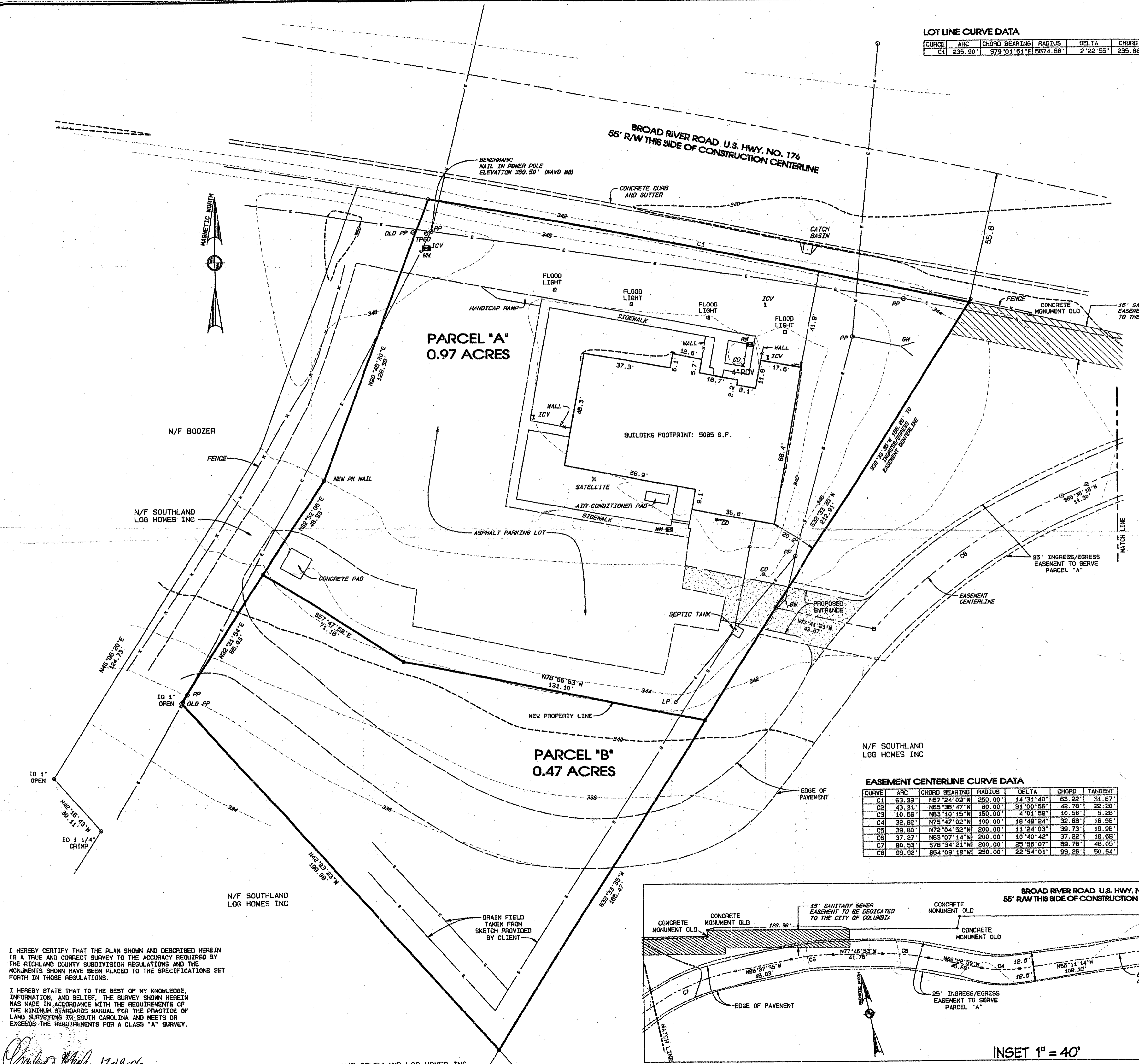
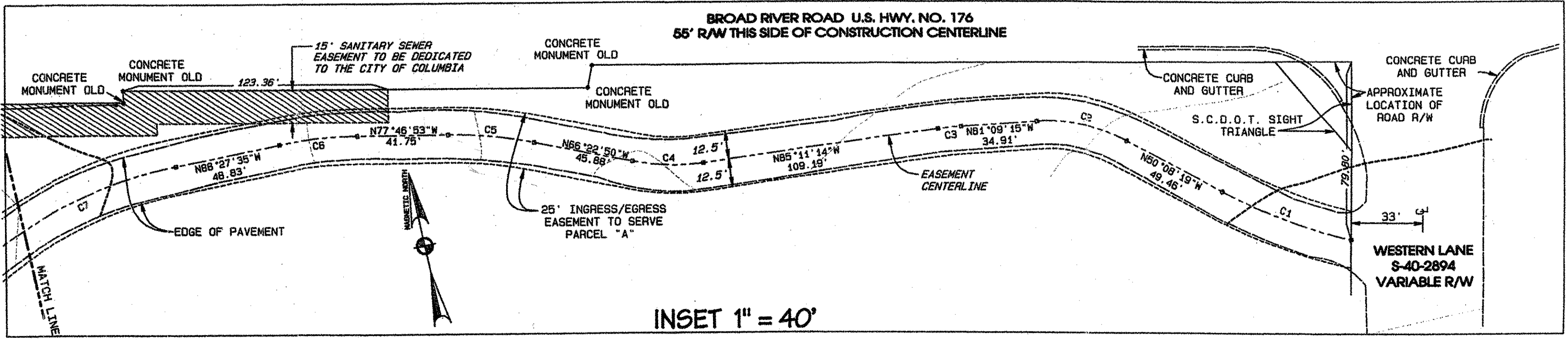
- LEGEND:**
- PP POWER POLE
  - LP LIGHT POLE
  - OVERHEAD ELECTRIC LINE
  - GW GUY WIRE
  - STORM DRAIN LINE
  - RCP REINFORCED CONCRETE PIPE
  - IO IRON OLD
  - IN IRON NEW
  - FENCE LINE
  - MV WATER VALVE
  - ICV IRRIGATION CONTROL VALVE
  - FH FIRE HYDRANT
  - WM WATER METER
  - WATER LINE
  - MH SEWER MANHOLE
  - CO SEWER CLEAN OUT
  - SEWER LINE
  - TPED TELEPHONE PEDESTAL
  - GAS LINE

**LOT SPLIT OF T.M.S. 03916-01-07**  
 NEAR IRMO, RICHLAND COUNTY, SOUTH CAROLINA  
 SCALE IN FEET  
 20 15 10 5 0 20 40 60

- NOTES & REFERENCES:**
1. RICHLAND COUNTY TAX MAP 03916 BLOCK 01 LOT 07.
  2. BEING THE SAME AS PARCEL AS SHOWN ON A PLAT PREPARED FOR JOHNSON, KNOWLES, BURGIN & BOKNIGHT, INC. BY JOHNSON, KNOWLES, BURGIN & BOKNIGHT, INC. PLAT DATED DECEMBER 12, 1984 AND RECORDED IN THE RICHLAND COUNTY R.O.D. IN PLAT BOOK 50 PAGE 1956.
  3. I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #45079C 0080 J, MAP REVISED 17, 1997, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS WITHIN UNSHADED ZONE X, NOT A DESIGNATED 100-YEAR FLOOD PRONE AREA.
  4. S.C.D.O.T. PLAN AND PROFILE OF PROPOSED STATE HIGHWAY FILE NO. 40.468A PROJECT NO. IN-0262 (183), ROAD NO. US 176 SHEETS 6 AND 7.
  5. THE INFORMATION SHOWN ON THIS SHEET WAS DERIVED FROM A FIELD RUN SURVEY. OBVIOUS AND APPARENT FEATURES ENCOUNTERED ARE INCLUDED ON THIS SHEET. RELATED, REFERENCED INFORMATION WAS ALSO USED, UNLESS STATED HEREON, NO TITLE SEARCH WAS PERFORMED BY CIVIL ENGINEERING OF COLUMBIA, AND SOME EASEMENTS OR OTHER MATTERS OF RECORD MAY NOT APPEAR. THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT TO BE USED FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PARTY, WITHOUT WRITTEN CONSENT, IS UNAUTHORIZED.
  6. ELEVATIONS ACHIEVED USING USGS MONUMENT "RC985213", ELEVATION 354' (NAVD 88).
  7. ALL LOT CORNERS ARE NEW #5 REBAR UNLESS STATED OTHERWISE.

**EASEMENT CENTERLINE CURVE DATA**

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	63.38'	N57°24'09"W	250.00'	14°31'40"	63.22'	31.87'
C2	43.31'	N65°38'47"W	80.00'	31°00'56"	42.78'	22.20'
C3	10.56'	N83°10'15"W	150.00'	4°01'59"	10.56'	5.28'
C4	32.82'	N75°47'02"W	100.00'	18°48'24"	32.68'	16.56'
C5	39.80'	N72°04'52"W	200.00'	11°24'03"	39.73'	19.95'
C6	37.27'	N83°07'14"W	200.00'	10°40'42"	37.22'	18.69'
C7	90.53'	S78°34'21"W	200.00'	25°56'07"	89.78'	48.95'
C8	99.92'	S54°09'18"W	250.00'	22°54'01"	99.26'	50.64'



I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY.

*Charles D. Heeler* 12-18-06  
 CHARLES D. HEELER P.L.S. #12246

**CIVIL ENGINEERING OF COLUMBIA**  
 CONSULTING ENGINEERING, SURVEYING AND PLANNING  
 3408 FERNANDA ROAD, COLUMBIA, SOUTH CAROLINA 29210  
 TELEPHONE (803) 798-2820 FAX (803) 798-2825

**LOT SPLIT**  
 PREPARED FOR SOUTHLAND LOG HOMES, INC. IRMO, SOUTH CAROLINA  
 DRAWN N. DELOACH  
 DESIGNED N/A  
 DRAWING NUMBER 1 OF 1  
 JOB NUMBER 06166

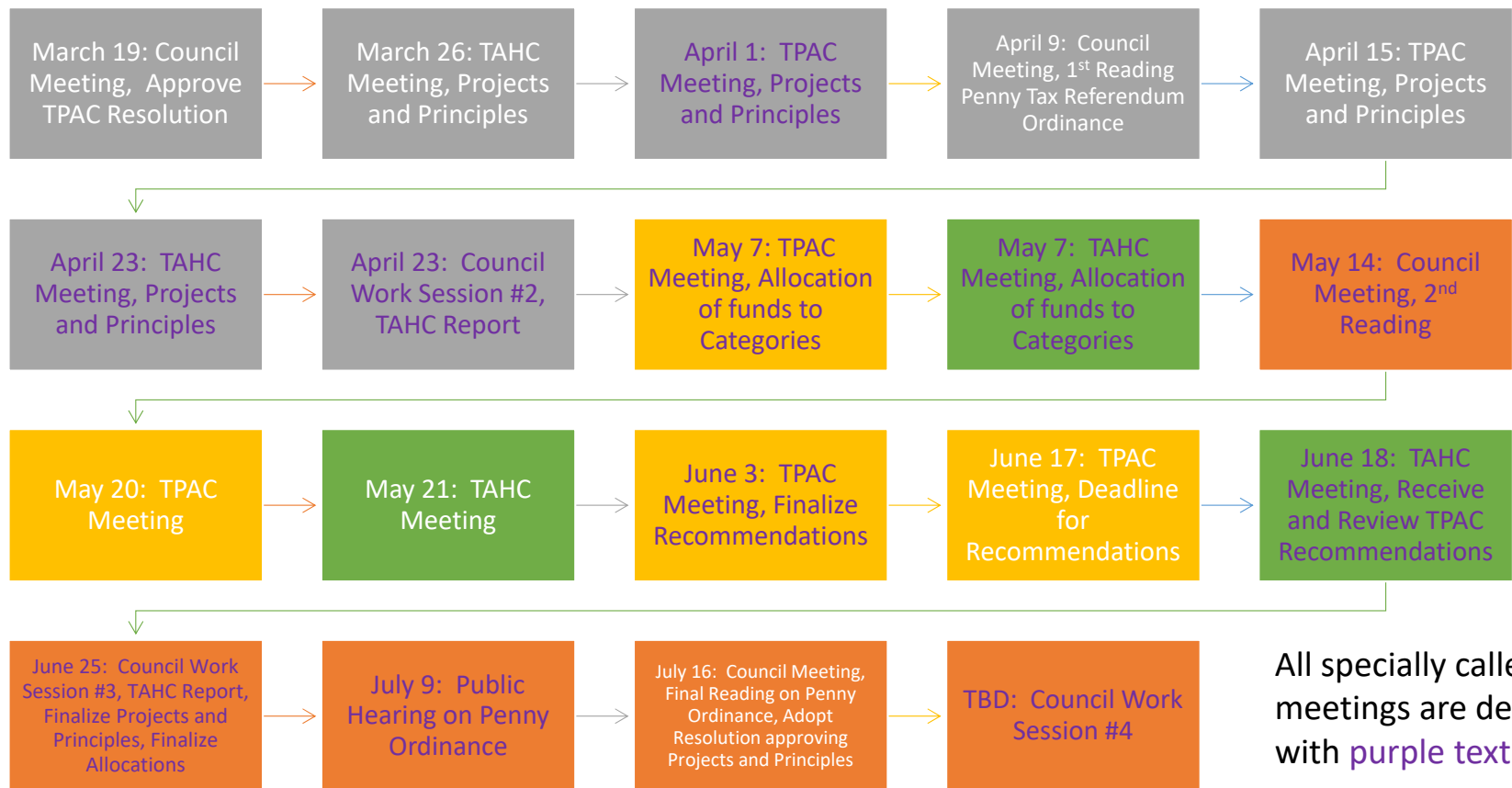
SCALE 1" = 20'  
 DATE DEC. 18, 2006

REVISION  
 NO. DATE DESCRIPTION

CIVIL ENGINEERING OF COLUMBIA  
 REGISTERED PROFESSIONAL ENGINEER  
 SOUTH CAROLINA LICENSE NO. 12246  
 CHARLES D. HEELER



# Roadmap Review



All specially called meetings are denoted with purple text.

# Richland County Council Request for Action

**Subject:**

An Ordinance authorizing the easements to Dominion Energy South Carolina, Inc. to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines; located on property owned by Richland County at 1364 Northpoint Blvd.; and as is more fully described herein

**Notes:**

March 26, 2024 – The D&S Committee recommended approving Dominion Energy’s request to access easement through property owned by Richland County at 1364 Northpoint Blvd. to provide power to a new commercial business.

First Reading: April 9, 2024

Second Reading: April 16, 2024

Third Reading: May 7, 2024 {Tentative}

Public Hearing: May 7, 2024

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Shirani Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	February 27, 2024	<b>Meeting Date:</b>	March 26, 2024
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 14, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	February 29, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 7, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	Dominion Energy Easement Request - 1364 Northpoint Boulevard		

**RECOMMENDED/REQUESTED ACTION:**

Dominion Energy requests an access easement through the property owned by Richland County at 1364 Northpoint Blvd to provide power to a new commercial business. Staff recommends Council approval of the request.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

There is no anticipated fiscal impact to the County.

*Applicable department/grant key and object codes:* not applicable

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Not applicable.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

Through the Richland County Economic Development Department, a portion of parcel R14900-01-02, addressed as 1364 Northpoint Blvd, is under development and is part of the industrial park. Dominion Energy is requesting an exclusive easement to provide service to the property. The requested area is described in the easement document and shown in the drawing.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

- Goal 2: Invest in economic development
  - Objective 2.1: Create high paying jobs from planning growth and strategic economic development projects
    - Initiative: Encourage private sector engagement with Economic Development

#### **ATTACHMENTS:**

1. Easement Document
2. Easement Exhibit
3. Ordinance

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between **RICHLAND COUNTY**, of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Richland**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **89.20** acres, more or less, and being the same lands conveyed to Grantor by deed of **The Citadel Foundation**, dated or recorded **12/3/2008**, and filed in the Register of Deeds office for **Richland** County in Deed book **1479** at Page **1098**.

The property is located at 1364 Northpoint Blvd., Richland County, SC.

The right of way granted herein is for the installation, operation and maintenance of **DESC** facilities. These facilities are more fully shown on **DESC** drawing **D-85280** and revisions thereof, which is by reference only made a part hereof. The actual final Right of Way will be determined by the final location of the facilities as installed in accordance with the easement.

TMS: R14900-01-02

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

**RICHLAND COUNTY**

\_\_\_\_\_  
1st Witness

\_\_\_\_\_  
2nd Witness

By: \_\_\_\_\_(SEAL)

Print: \_\_\_\_\_

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

**Easement # 905373**

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF **RICHLAND**

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named, \_\_\_\_\_, of **RICHLAND COUNTY**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, **2024**

\_\_\_\_\_  
Signature of Notary Public State of SC

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Notary Public

**RIGHT OF WAY GRANT TO  
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **Access 77 Spec Building - Northpoint**

County: **RICHLAND**

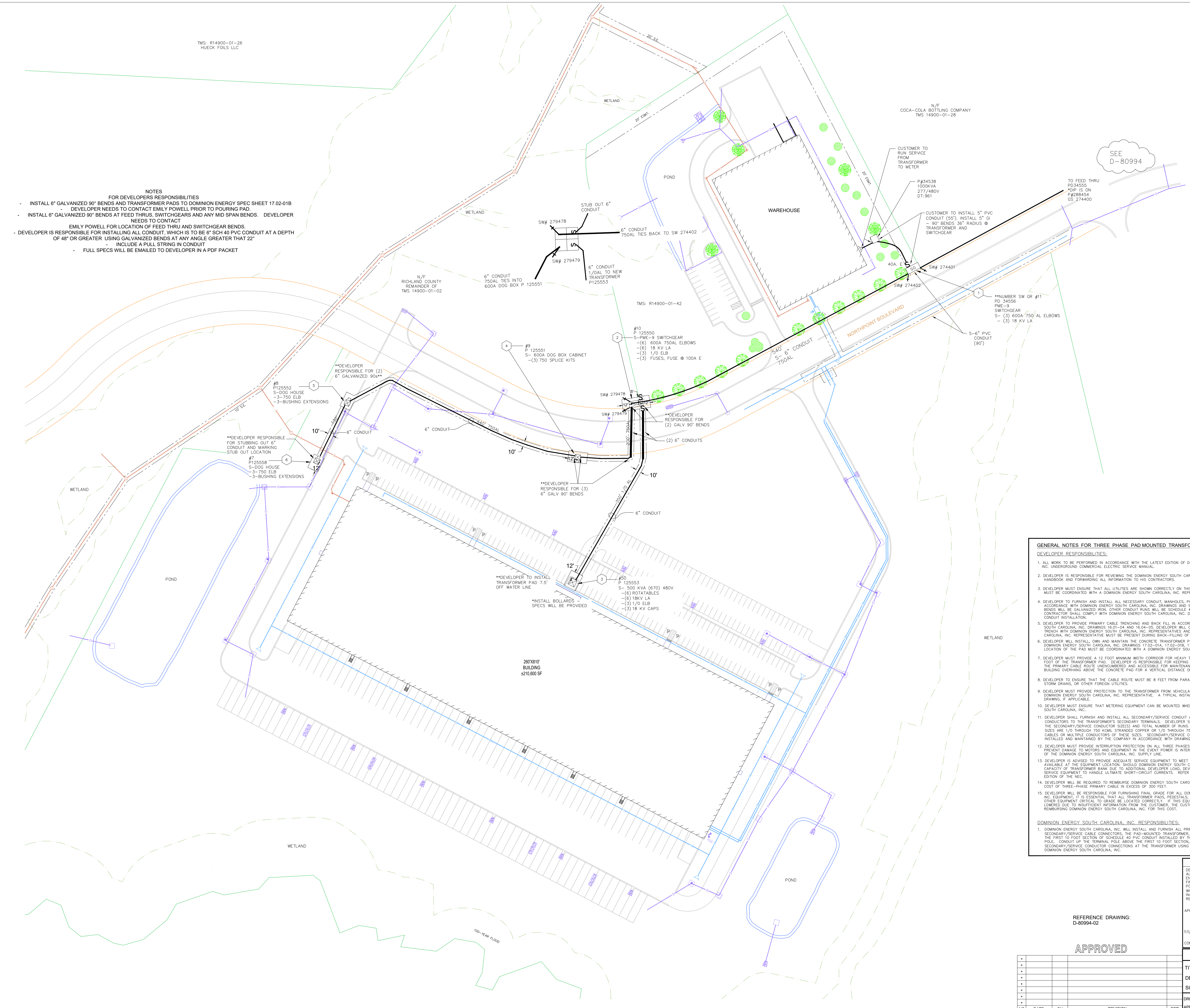
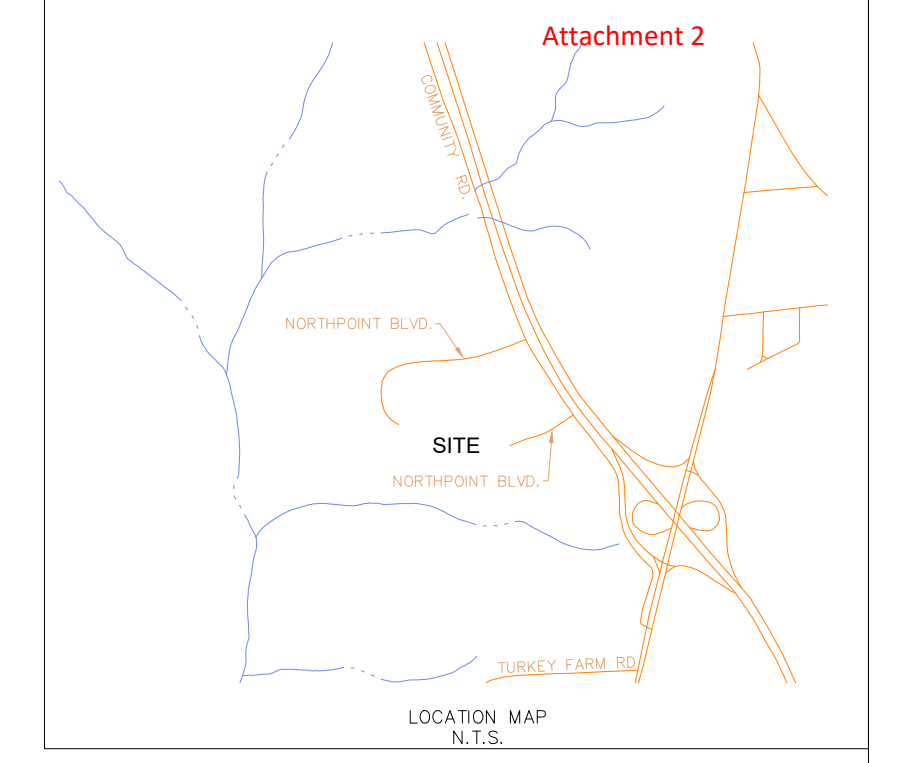
R/W File Number: **26978**

Grantor(s): **RICHLAND COUNTY**

Return to: DESC



TMS: R14900-01-26  
HUECK FOLLS LLC



NOTES FOR DEVELOPERS RESPONSIBILITIES  
INSTALL 6" GALVANIZED 90° BENDS AND TRANSFORMER PADS TO DOMINION ENERGY SPEC SHEET 17.02-01B  
DEVELOPER NEEDS TO CONTACT EMILY POWELL PRIOR TO POURING PAD.  
INSTALL 6" GALVANIZED 90° BENDS AT FEED THRU'S, SWITCHGEARS AND ANY MID SPAN BENDS. DEVELOPER NEEDS TO CONTACT EMILY POWELL FOR LOCATION OF FEED THRU AND SWITCHGEAR BENDS.  
DEVELOPER IS RESPONSIBLE FOR INSTALLING ALL CONDUIT, WHICH IS TO BE 6" SCH 40 PVC CONDUIT AT A DEPTH OF 48" OR GREATER USING GALVANIZED BENDS AT ANY ANGLE GREATER THAN 22° INCLUDE A FULL STRING IN CONDUIT  
FULL SPECS WILL BE EMAILED TO DEVELOPER IN A PDF PACKET

SEE D-80994

TRANSFORMER SHORT CIRCUIT NOTE  
BASED ON A 150 KVA TRANSFORMER WITH 1.6% IMPEDANCE, THE AVAILABLE SHORT CIRCUIT CURRENT FOR USE IN CALCULATING REQUIRED SHORT CIRCUIT CURRENT RATING OF ELECTRICAL EQUIPMENT ONLY. ACTUAL AVAILABLE SHORT CIRCUIT CURRENT LEVELS REQUIRED FOR ARC FLASH CALCULATIONS MAY VARY.  
THE AVAILABLE SHORT CIRCUIT CURRENT AT THE TRANSFORMER SECONDARY TERMINAL IS 13,200 AMPS LINE TO GROUND AT 277 VOLTS AND 11,280 AMPS LINE TO LINE AT 480 VOLTS.  
THESE CURRENT LEVELS ARE RMS SYMMETRICAL VALUES AND DO NOT INCLUDE ANY IMPEDANCE OF THE SECONDARY/SERVICE CONDUCTORS OR CONTRIBUTION FROM THE CUSTOMER'S EQUIPMENT. INCREASED TRANSFORMER SIZE AT SOME FUTURE DATE MAY INCREASE THESE CURRENT LEVELS. THE NATIONAL ELECTRICAL CODE (NEC) REQUIRES ALL SERVICE EQUIPMENT TO BE SUITABLE FOR THE SHORT CIRCUIT CURRENT AVAILABLE AT THE SUPPLY TERMINALS OF THE SERVICE EQUIPMENT.

DOMINION ENERGY SOUTH CAROLINA, INC. ELECTRIC DISTRIBUTION SYMBOLS. Table with columns for POLES, PRIMARY CONDUCTOR, SECONDARY CONDUCTOR, SECTIONALIZING FUSES & SWITCHES, LIGHTING, and UNDERGROUND SYMBOLS.

GENERAL NOTES FOR THREE PHASE PAD MOUNTED TRANSFORMERS  
DEVELOPER RESPONSIBILITIES:  
1. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF DOMINION ENERGY SOUTH CAROLINA, INC. UNDERGROUND COMMERCIAL ELECTRIC SERVICE MANUAL.  
2. DEVELOPER IS RESPONSIBLE FOR VERIFYING THE DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE.  
3. DEVELOPER MUST ENSURE THAT ALL UTILITIES ARE SHOWN CORRECTLY ON THIS DRAWING. ANY CHANGES MUST BE COORDINATED WITH A DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE.  
4. DEVELOPER TO FURNISH AND INSTALL ALL NECESSARY CONDUIT, MANHOLES, PULL BOXES, AND PULL WIRES, IN ACCORDANCE WITH DOMINION ENERGY SOUTH CAROLINA, INC. DRAWINGS 16.01-04 AND 16.01-05. DEVELOPER WILL COORDINATE THE OPENING OF THE TRENCH WITH DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE AND A DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE MUST BE PRESENT DURING BACK-FILLING OF THE TRENCH.  
5. DEVELOPER TO PROVIDE PRIMARY CABLE TRENCHING AND BACK FILL IN ACCORDANCE WITH DOMINION ENERGY SOUTH CAROLINA, INC. DRAWINGS 06.01-04 AND 06.01-05. DEVELOPER WILL COORDINATE THE OPENING OF THE TRENCH WITH DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE AND A DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE MUST BE PRESENT DURING BACK-FILLING OF THE TRENCH.  
6. DEVELOPER WILL INSTALL, OWN AND MAINTAIN THE CONCRETE TRANSFORMER PAD IN ACCORDANCE WITH DOMINION ENERGY SOUTH CAROLINA, INC. DRAWINGS 17.02-01A, 17.02-01B, 17.02-01C, AND 17.02-01D. LOCATION OF THE PAD MUST BE COORDINATED WITH A DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE.  
7. DEVELOPER MUST PROVIDE A 12 FOOT MINIMUM WIDTH CORRIDOR FOR HEAVY TRUCK ACCESS TO WITHIN 1 FOOT OF THE TRANSFORMER PAD. DEVELOPER IS RESPONSIBLE FOR KEEPING THE TRANSFORMER AND THE PRIMARY CABLE ROUTE UNOCCLUDED AND ACCESSIBLE FOR MAINTENANCE. THERE SHALL BE NO BUILDING OVERHANG ABOVE THE CONCRETE PAD FOR A VERTICAL DISTANCE OF 40 FEET.  
8. DEVELOPER TO ENSURE THAT THE CABLE ROUTE MUST BE 8 FEET FROM PARALLEL RUNS OF WATER, SEWER, STORM DRAIN, OR OTHER FOREIGN UTILITIES.  
9. DEVELOPER MUST PROVIDE PROTECTION TO THE TRANSFORMER FROM VEHICULAR TRAFFIC AS SPECIFIED BY A DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE. A TYPICAL INSTALLATION IS SHOWN ON THIS DRAWING, IF APPLICABLE.  
10. DEVELOPER MUST ENSURE THAT METERING EQUIPMENT CAN BE MOUNTED WHERE REQUIRED BY DOMINION ENERGY SOUTH CAROLINA, INC.  
11. DEVELOPER SHALL FURNISH AND INSTALL ALL SECONDARY/SERVICE CONDUIT AND SECONDARY/SERVICE CONDUCTORS TO THE TRANSFORMER'S SECONDARY TERMINALS. DEVELOPER SHALL NOTIFY THE COMPANY OF THE SECONDARY/SERVICE CONDUCTOR SIZES AND TOTAL NUMBER OF RUNS. REQUIRED SERVICE CONDUCTOR SIZES ARE 1/0 THROUGH 750 KCMIL STRANDED COPPER OR 1/0 THROUGH 750 KCMIL STRANDED ALUMINUM CABLES OR MULTIPLE CONDUCTORS OF THESE SIZES. SECONDARY/SERVICE CONNECTORS WILL BE FURNISHED, INSTALLED AND MAINTAINED BY THE COMPANY IN ACCORDANCE WITH DRAWINGS 06.04-08 AND 14.02-03D.  
12. DEVELOPER MUST PROVIDE INTERRUPTION PROTECTION ON ALL THREE PHASES OF THE SECONDARY SERVICE TO PRESENT DAMAGE TO MOTORS AND EQUIPMENT IN THE EVENT POWER IS INTERRUPTED TO ONE OR MORE PHASES OF THE DOMINION ENERGY SOUTH CAROLINA, INC. SUPPLY LINE.  
13. DEVELOPER IS ADVISED TO PROVIDE ADEQUATE SERVICE EQUIPMENT TO MEET THE SHORT-CIRCUIT CURRENTS AVAILABLE AT THE EQUIPMENT LOCATION SHOULD DOMINION ENERGY SOUTH CAROLINA, INC. EVER INCREASE CAPACITY OF TRANSFORMER BANK DUE TO ADDITIONAL DEVELOPER LOAD. DEVELOPER SHOULD CONSIDER USING SERVICE EQUIPMENT TO HANDLE ULTIMATE SHORT-CIRCUIT CURRENTS. REFER TO THE LATEST APPLICABLE EDITION OF THE NEC.  
14. DEVELOPER WILL BE REQUIRED TO REIMBURSE DOMINION ENERGY SOUTH CAROLINA, INC. FOR THE INSTALLED COST OF THREE-PHASE PRIMARY CABLE IN EXCESS OF 300 FEET.  
15. DEVELOPER WILL BE RESPONSIBLE FOR FURNISHING FINAL GRADE FOR ALL DOMINION ENERGY SOUTH CAROLINA, INC. EQUIPMENT. IT IS ESSENTIAL THAT ALL TRANSFORMER PADS, REDECKS, HANDHOLES, MANHOLES, AND OTHER EQUIPMENT ORIGIN TO BE LOCATED CORRECTLY. ALL EQUIPMENT HAS TO BE RAISED OR LOWERED DUE TO INSUFFICIENT INFORMATION FROM THE CUSTOMER. THE CUSTOMER WILL BE RESPONSIBLE FOR REIMBURSING DOMINION ENERGY SOUTH CAROLINA, INC. FOR THIS COST.

EXAMPLES OF TYPICAL SYMBOL SCHEMES ARE AS FOLLOWS:  
FACILITIES TO BE INSTALLED REPRESENTED BY "X" OR "L" INSIDE THE SYMBOL FACILITIES TO BE REMOVED REPRESENTED BY A HOLLOW SOLID FILL SYMBOL FACILITIES TO BE REPLACED REPRESENTED BY A HOLLOW SOLID FILL SYMBOL.  
EXISTING POLE (P) INSTALL POLE (I) REPLACE POLE (R) REMOVE POLE (X)  
EXISTING PAD MOUNT TRANSFORMER (X) INSTALL PAD MOUNT TRANSFORMER (I)  
REPLACE PAD MOUNT TRANSFORMER (X) REMOVE PAD MOUNT TRANSFORMER (X)  
PRIMARY DISTRIBUTION LINE, LEGGING (L)  
THIS INDICATES THE LOCATION OF A TRANSMISSION OR PRIMARY DISTRIBUTION LINE, LEGGING.  
FOLLOW "SAFETY" PRECAUTIONS.  
UNDESIRABLE UTILITIES:  
CABLE TV (TV) CABLE TV (TV) SEWER FORCE MAIN (SM) FIBER OPTIC (FO) STORM DRAIN (SD) GAS MAIN (GM) RAINWATER CATCHER (RC) WATER MAIN (WM) FIBER OPTIC (FO) STORM DRAIN (SD) GAS MAIN (GM) RAINWATER CATCHER (RC) WATER MAIN (WM)

THIS LEGEND IS FOR GENERAL DESCRIPTION ONLY. FOR MORE DETAILED INFORMATION, REFER TO THE CONSTRUCTION NOTES SHOWN ON THIS DRAWING OR REFER TO THE DOMINION ENERGY SOUTH CAROLINA, INC. DISTRIBUTION CONSTRUCTION STANDARDS MANUAL.  
W.O.# \_\_\_\_\_ WR# E204995  
STARTED BY \_\_\_\_\_  
COMPLETED BY \_\_\_\_\_  
CLOSED OUT BY \_\_\_\_\_  
COORDINATOR JASON EVANS  
ELECTRIC ENG-TECH EMILY POWELL  
GAS ENG-TECH \_\_\_\_\_

RIGHT OF WAY INFORMATION  
RW AGENT \_\_\_\_\_  
FILE NUMBER \_\_\_\_\_  
EASEMENT NO. \_\_\_\_\_  
STANDARD DOMINION ENERGY SOUTH CAROLINA, INC. DISTRIBUTION RIGHT OF WAY: OVERHEAD ELECTRIC IS 15' EACH SIDE OF THE POLE. UNDERGROUND ELECTRIC IS 5' EACH SIDE OF THE CABLE. PAD MOUNTED EQUIPMENT IS 12' AROUND THE PERIMETER OF THE EQUIPMENT.  
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA  
CALL 811  
IT'S THE LAW  
PALMETTO UTILITY PROTECTION SERVICE  
ALL DOMINION ENERGY SOUTH CAROLINA, INC. FACILITY LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE. FINAL LOCATIONS ARE DETERMINED AT THE TIME OF INSTALLATION BY A DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE.

DEVELOPER'S SIGNATURE BLOCK  
DEVELOPER HEREBY APPROVES THIS LAYOUT FOR CONSTRUCTION AND CERTIFIES THAT HE/SHE HAS THE AUTHORITY TO DO SO. ANY CHANGE AFFECTING THIS LAYOUT MUST BE REPORTED IMMEDIATELY TO DOMINION ENERGY SOUTH CAROLINA, INC. ALL COSTS ASSOCIATED WITH ANY REQUESTED CHANGE OR INSUFFICIENT FINAL GRADE INFORMATION WILL BE BORNE BY THE DEVELOPER. DOMINION ENERGY SOUTH CAROLINA, INC. POLICY, STATE AND LOCAL LAW, AS WELL AS REGULATORY RESTRICTIONS AT THE TIME OF CONSTRUCTION WILL PREVAIL. DEVELOPER CERTIFIES THAT HE/SHE HAS REVIEWED THE DOMINION ENERGY SOUTH CAROLINA, INC. DEVELOPERS HANDBOOK AND ALL REQUIREMENTS LISTED IN THE HANDBOOK UNDER DEVELOPER RESPONSIBILITY MUST BE MET BEFORE CONSTRUCTION CAN BE SCHEDULED.  
APPROVED BY: \_\_\_\_\_ (SIGNATURE)  
TITLE: \_\_\_\_\_ (PRINT NAME)  
COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DOMINION ENERGY SOUTH CAROLINA, INC.  
TITLE: NORTHPOINT BOULEVARD INDUSTRIAL ACCESS 77 NORTHPOINT BOULEVARD  
DETAIL: THREE PHASE UNDERGROUND SERVICE CK# 45112  
SUB: NORTHPOINT SUB. (821) 23KV DIST# 02  
DRN: 0828-01-010 SCALE: 1"= 60' D-85280 DATE PLOTTED: 02/23/24  
APP: 02/23/24 SHEET 1 OF 1 SHEETS

REFERENCE DRAWING: D-80994-02

APPROVED

Table with columns: NO, DATE, BY, REVISION, FOR



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

AN ORDINANCE AUTHORIZING AN EASEMENTS TO DOMINION ENERGY SOUTH CAROLINA, INC. TO CONSTRUCT, EXTEND, REPLACE, RELOCATE, PERPETUALLY MAINTAIN AND OPERATE AN OVERHEAD OR UNDERGROUND ELECTRIC LINE OR LINES; LOCATED ON PROPERTY OWNED BY RICHLAND COUNTY AT 1364 NORTHPOINT BLVD; AND AS IS MORE FULLY DESCRIBED HEREIN.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant to DOMINION ENERGY SOUTH CAROLINA, INC. an easement to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines; as specifically described in Easement #905373; which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

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

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

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

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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



# Richland County Council Request for Action

**Subject:**

**Case #24-006MA**

Sam Reynolds

OS to R2 (.04 Acres)

Windermere Village

TMS #R20510-02-03 (portion of)

**Notes:**

First Reading: April 23, 2024

Second Reading:

Third Reading:

Public Hearing: April 23, 2024

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R20510-02-03 FROM OPEN SPACE DISTRICT (OS) TO RESIDENTIAL TWO DISTRICT (R2); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R20510-02-03 from Open Space District (OS) to Residential Two District (R2).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2024.

RICHLAND COUNTY COUNCIL

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request for Action

**Subject:**

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

**Notes:**

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

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Shirani Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	April 2, 2024	<b>Meeting Date:</b>	April 23, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	April 15, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	April 4, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 4, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Amendment to Chapter 17, Section 9- Through Truck Traffic Prohibited		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends an amendment to Chapter 17, Section 9, to add the following roads to “Through truck traffic prohibited”:

Clearwater Rd	Crestbrook Rd	Edgewater Dr
---------------	---------------	--------------

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

There is no cost associated with this request.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Chapter 17: Motor Vehicles and Traffic

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

Clearwater Rd, Crestbrook Rd, and Edgewater Dr are residential roads inside a neighborhood with front facing homes are being used as a cut-through between Parklane Rd and Legrand Rd. This is an older neighborhood without sidewalks where pedestrians are walking in or along the edge of the road. Truck traffic cutting through this neighborhood has increased in recent years posing a danger to residents walking through the community.

Public Works supports the addition of these roads to Chapter 17, Section 9 prohibiting trucks to use them as a shortcut. These are South Carolina Department of Transportation (SCDOT) maintained roads, and, if approved, SCDOT would take action to manufacture and install appropriate signage.

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

- Goal 1: Foster Good governance
  - Objective - 1.5 Collaborate with other governments
- Goal 4: Plan for growth through Inclusive and equitable infrastructure
  - Objective - 4.3 Create excellent facilities
- Goal 5: Achieve positive public engagement
  - Objective - 5.2 Foster positive public engagement with constituents

#### **ATTACHMENTS:**

1. Ordinance 17.9 redlines
2. Map

Sec. 17-9. Through truck traffic prohibited.

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

- (1) Sparkleberry Lane;
- (2) Congress Road between Leesburg Road and Gamers Ferry Road;
- (3) Bynum Road;
- (4) Summit Parkway;
- (5) Valhalla Drive;
- (6) Olympia Avenue between Heyward Street and Bluff Road;
- (7) Bakersfield Road between Dutch Square Boulevard and Mominghill Drive;
- (8) N. Donar Drive;
- (9) Prima Drive;
- (10) Longreen Parkway; and
- (11) Hobart Road;

~~(12) Clearwater Rd;~~

~~(13) Crestbrook Rd;~~

~~(14) Edgewater Dr.~~

Deleted: .

(b) For the purpose of this section, the following definitions shall apply:

(1) Truck means: a) every motor vehicle designed and used primarily for drawing other vehicles, and not so constructed as to carry a load other than a part of the weight of the vehicle and the load so drawn; b) every vehicle having more than two (2) axles, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle; and/or c) every vehicle having more than two (2) axles, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that no part of its weight rests upon the towing vehicle.

(2) Through truck traffic means truck traffic moving from the beginning point of the road to the ending point of the road without stopping.

(Ord. No. 016-96HR, §I, 1-2-96; Ord. No. 061-01HR, § I, 9-4-01; Ord. No. 002-02HR, § I, 1-8-02; Ord. No. 001-06HR, § I, 1-3-06; Ord. No. 031-07HR, §I, 4-3-07; Ord. No. 058-10HR, §I, 9-21-10; Ord. No. 058-14HR, § I, 11-18-14; Ord. No. 040-18HR, §I, 9-11-18)

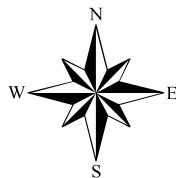


# Roads Proposed for "Through Truck Traffic Prohibited" Clearwater Rd / Crestbrook Rd / Edgewater Dr



### Roads Maintenance

- Interstate
- SCDOT
- County Paved
- Private or Other



1 inch = 750 feet





## Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by adding Section 18-10, so as to prohibit the desecration of a gravesite, cemetery, or burial ground and to provide penalties

**Notes:**

March 26, 2024 – The A&F Committee recommended that Council approve the proposed ordinance to better protect graves, graveyards, tombs, mausoleums, Native American burial grounds or burial mounds, and other repositories of human remains in Richland County.

First Reading: April 9, 2024

Second Reading: April 16, 2024

Third Reading: May 7, 2024 {Tentative}

Public Hearing: May 7, 2024

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; BY ADDING SECTION 18-10 SO AS TO PROHIBIT THE DESECRATION OF A GRAVESITE, CEMETERY, OR BURIAL GROUND AND TO PROVIDE PENALTIES.

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

SECTION I. The Richland County Code of Ordinances, Chapter 18, Offenses, is hereby amended by adding Section 18-10 to read:

“Section 18-10. (A) It is unlawful for a person to willfully and knowingly, and without proper legal authority, to:

- (1) obliterate, vandalize, or desecrate a burial ground where human skeletal remains are buried, a grave, graveyard, tomb, mausoleum, Native American burial ground or burial mound, or other repository of human remains;
- (2) deface, vandalize, injure, or remove a gravestone or other memorial monument or mark commemorating a deceased person or group of persons, whether located within or outside of a recognized cemetery, Native American burial ground or burial mound, memorial park, or battlefield; or
- (3) obliterate, vandalize, or desecrate a park, Native American burial ground or burial mound, or other area clearly designated to preserve and perpetuate the memory of a deceased person or group of persons.

(B) In addition to being subject to the criminal penalties provided in the South Carolina Code of Laws, Section 16-17-600, an infraction of this Section is punishable by a fine of up to five hundred dollars (\$500). Each day’s continued violation constitutes a separate and distinct offense. A violation is deemed continued if a person:

- (1) continually engages in an activity prohibited pursuant to subsection (A);
- (2) fails to report a previously committed activity prohibited pursuant to subsection (A) to an appropriate County or State entity; or
- (3) fails to undertake remedial actions addressing a previously committed activity prohibited pursuant to subsection (A).

(C) This section shall be enforced by the county sheriff’s department and code enforcement officers commissioned by County Council pursuant to the provisions of Section 1-12 of this Code of Ordinances.

(D) During any construction, development, re-development, or ground disturbing activity, if a person discovers or is otherwise put on notice of any known or probable gravesites on the subject lot, including but not limited to human remains, grave stones, grave markers, ground depressions,

historical markers, historic maps, plats or surveys, photographs, or other indicators of probable gravesites, the person must immediately cease any ground disturbing work and report such notice to Community Planning and Development Services, as well as the county coroner and the appropriate state agencies including the State Historic Preservation Office and the South Carolina Department of Health and Environmental Control. **No further ground disturbing activities may commence until the site has undergone inspection by Community Planning and Development Services and a plan to mitigate disturbance of the gravesite has been prepared by the person or company undertaking the ground disturbing activities. Upon completion of such inspection and acceptance of the prepared plan, the Department may authorize further ground disturbing activity pursuant to applicable state and local laws.”**

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

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

RICHLAND COUNTY COUNCIL

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

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

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

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

# Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl

**Notes:**

March 26, 2024 – The A&F Committee recommended Council approve the proposed revisions to Chapter 5, Animals and Fowl, of the County Code of Ordinances.

First Reading: April 9, 2024

Second Reading: May 7, 2024 {Tentative}

Third Reading:

Public Hearing: May 7, 2024

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing Addendum**

<b>Prepared by:</b>	Sandra Haynes	<b>Title:</b>	Director
<b>Department:</b>	Animal Services	<b>Division:</b>	
<b>Contributor:</b>	Marli Drum	<b>Title:</b>	City of Columbia
<b>Contributor:</b>	Dawn Wilkinson	<b>Title:</b>	The Humane Society
<b>Date Prepared:</b>	April 25, 2024	<b>Meeting Date:</b>	May 7, 2024
<b>Approved for Consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Committee/Meeting:</b>	Regular Session		
<b>Agenda Item:</b>	15b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl		

**COUNCIL INQUIRY #1:**

Staff was requested to provide an estimated operational impact of the Community Cat Diversion program.

*Reply:*

*Estimated Cost for Animal Care Providing Trap Neuter Release (TNR) Services*

<b>Description</b>	<b>Expected Yearly Cost</b>
Salary and Wages (1 full-time trapper)	\$29,500.00
Office Supplies (including laptops)	\$4,000.00
Truck	\$55,000.00
Oil and lubricants	\$6,000.00
Repairs - vehicles	\$2,500.00
Automotive – Non-contract	\$1,250.00
Cell Phones	\$1,400.00
Uniforms	\$1,400.00
Employee Training	\$800.00
Employee Health (vaccines and respirator)	\$1,070.00
Humane Traps (5 traps)	\$600.00
Cat Food	\$700.00
Cat Gloves (1) /Grabbers (2)	\$350.00
Carriers (4)	\$300.00
Spay/neuter surgery (\$125.00 per cat)	\$166,000.00
Vaccines (Rabies and 1-HCPCh)	\$9,500.00
Parasite control (Deworming)	\$2,900.00
Outreach/education	\$500.00
Shelter (for one day)	\$34,000.00
Administrative Costs	\$200.00
<b>Total Expected Costs</b>	<b>\$317,970.00</b>

Due to the varying costs associated with a well-run Community Cat program, it is difficult to provide a precise figure. The above information is based on the number of cats/kittens picked up between May 2017 and May 2018: 855 adult cats and 473 kittens, totaling 1,328 animals. Based on the current Richland County Animal Ordinance, shelter is calculated at the current rate for one day for each cat/kitten and the cost of vaccines and parasite control. The costs of the spay/neuter surgeries vary from clinic to clinic and range from \$100-150 each.

Below is an analysis of the One Stop service request types via the Ombudsman’s Office and the number of cats/kittens picked up from May 2, 2017 (the date the last ordinance went into effect) through December 31, 2020.

Type of Request	Number Received	Assigned to Officers
Cat Trap	2,442	1,612
Cat in Trap	1,272	1,234
Community Cat Trap Program*	40	13
<b>Total</b>	<b>3,754</b>	<b>2,859</b>

Total number of cats picked up	1,545
Total number of kittens picked up	1,162
<b>Grand total of cats and kittens picked up</b>	<b>2,707</b>

\*The Community Cat Diversion Program complaint type was created in September 2020. At that time, officers would deliver a cat trap and vouchers to residents. The loaning of cat traps was discontinued due to traps not being returned or being used for purposes other than TNR. Currently, vouchers are mailed to the residents, or they may opt to visit the office and obtain it.

*The following information has been provided from outside organizations:*

- The City of Columbia Animal Services, Marli Drum, provided the following TNR numbers:

Number of Cats through TNR	
July 2017 thru mid-January 2018	292
January 16, 2018 thru December 31, 2019	679

- The following statistics were provided by Dawn Wilkinson of The Humane Society, in their joint efforts with Pawmetto Lifeline for Community Cat/TNR services.

	2021	2022	2023
<b>Community Cat Surgeries</b>	1,024	1,091	1,059
<b>Accepted Vouchers from Animal Mission</b>	770	779	823
<b>Number of Pregnant Females</b>	224	273	251

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Sandra Haynes	<b>Title:</b>	Director
<b>Department:</b>	Animal Services	<b>Division:</b>	
<b>Date Prepared:</b>	March 5, 2024	<b>Meeting Date:</b>	March 26, 2024
<b>Legal Review</b>	Tish Gonzalez via email	<b>Date:</b>	March 6, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	March 8, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 8, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Animal Care Ordinance Revision		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends that County Council approves the proposed revisions to Chapter 5, Animals and Fowl, of the County Code of Ordinances.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

The ordinance revision is not anticipated to affect the current level of funding.

*Applicable department/grant key and object codes:* 1100306200

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

**REGULATORY COMPLIANCE:**

S. C. Code of laws Title 47, Animals, Livestock and Poultry

Richland County Code of Ordinances, Chapter 5: Animals and Fowl

#### MOTION OF ORIGIN:

There is no associated motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

For the past year, Animal Care Director Sandra Haynes and Assistant County Administrator Aric Jensen have met with community stakeholders to discuss potential updates to the Richland County Animal Care Ordinance. Periodic updates are necessary to keep the County current with evolving professional practices, technology, and changes in the community.

The proposed revisions include a new subsection to address the tethering of pets. This subsection is being added to clarify and educate citizens and enforcement officers regarding acceptable and safe methods of tethering. The goal is to reduce the number of pets that are injured and/or abused by persons using improper tethering methods.

Other subsections of the ordinance have been reorganized and/or clarified with the express purpose of making the ordinance easier to understand. The end goals are to educate pet owners and the residents, and to make the County's regulations easier to enforce consistently and uniformly.

This code update process included creating a stakeholder committee composed of internal and external stakeholders vested in animal care. Internal stakeholders are County Council, County Administration, Legal Department, Animal Services, Community Planning and Development, Business Service Center, Ombudsman, and Richland County Sheriff's Department. External stakeholders are Pawmetto Lifeline, The Humane Society of South Carolina, City of Columbia, Town of Irmo, Town of Blythewood, Animal Mission, and the Animal Care subcommittee. The stakeholder committee will continue to meet quarterly to discuss and share information.

The proposed amendments will bring the County's animal care ordinance current with industry standards and practices. Should Council choose not to approve the proposed amendments, the County will continue to operate under the existing regulations.

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

- Goal 1: Foster Good Governance
  - Objective 1.5: Collaborate with other governments.
    - Initiative: Establish best practices using peer-to-peer neighbors, like entities and related professional associations to measure achievement of best practices via workshops, fairs, or another constructive events
    - Initiative: Build relationships with non-profit governmental organizations, municipalities, state, and federal organizations across all departments to determine points of parity

#### ATTACHMENTS:

1. Chapter 5 - Animal Care Ordinance Redlined version
2. Chapter 5 - Animal Care Ordinance revised
3. Summary of ordinance revisions



**Richland County**  
**STATE OF SOUTH CAROLINA**  
**COUNTY COUNCIL FOR RICHLAND COUNTY**  
**ORDINANCE NO. -16HR**

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 I. 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 ~~AND FOWL~~**

**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 shall mean~~ to desert, forsake, or ~~intend to~~ give up absolutely ~~an its~~ animal without securing another owner ~~or custodian~~. ~~This section does not include the responsible release of community cats trapped, sterilized, and released back into the community.~~

*Abuse.* ~~shall mean the~~The act of any ~~owner or custodian person~~ who deprives ~~any its~~ animal of necessary sustenance or shelter, or ~~of a person who~~ inflicts unnecessary pain or suffering upon ~~any~~ animal, or ~~of a person causing~~causes these things to be done.

*Animal.* ~~shall mean, in~~In addition to dogs and cats, any organism of the kingdom of Animalia, other than a human being.

*Animal Care Officer.* ~~shall mean any A~~ person employed by the county to enforce the animal care program ~~or anyan official with legal enforcement authority thereof.~~

*Animal Care Facility.* ~~shall mean any Any~~ premises designated ~~or selected~~ by the county for the purpose of impounding, care, adoption, or euthanasia of animals held under ~~the~~ authority of this chapter.

*At large.* ~~shall mean an animal running off the premises of the owner or keeper and not under the physical control of the owner or keeper by means of a leash or other similar restraining device, or an animal on its owner's premises but not~~Not under restraint ~~or confinement~~. A dog properly within the enclosed boundaries of a dog park shall not be considered at large. For the purposes of this definition, a dog park shall mean an enclosed area, owned and/or operated by the

county, any 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.

Commercial pet breeder. Any 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,” shall mean a domestic cat that is no longer in a domesticated environment or one of its descendants and that lives outdoors full-time, has little or no human contact, is not well-socialized to humans, and has no known owner. Pets and/or house cats which are outside outdoors periodically, and stray cats (lost or abandoned house pets) are specifically excluded from this definition.

Custodian. Any 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.

Dangerous or vicious animal. shall mean:

(a) Dangerous or vicious animal means:

- (1) Any animal, which the owner or custodian knows, or reasonably should know, has the propensity, tendency, or disposition to, without provocation, attack, to cause injury to, or to otherwise endanger the safety of human beings, or domestic animals, or livestock; or
- (2) Any animal which bites or attacks a human being, or 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; or
- (3) Any animal, which is while not under restraint or confinement, and which commits one or more unprovoked acts, without provocation, and those acts that causes a person to reasonably believe that the animal will bite or attack and cause bodily injury to a human being, or domestic animal, or livestock; or
- (4) Any animal owned, kept or harbored by its owner or custodian primarily, or in part, for the purpose of animal fighting or an animal 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. ~~shall mean any animal which~~ To shares 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 ~~anya~~ 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.

~~Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors which were not historically domesticated for human companionship and service.~~

~~Nuisance shall mean an animal that 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.~~

Owner. ~~shall mean any~~ AnyA person who:

- (1) Has a property right in ~~an the~~ animal;
- (2) Keeps or harbors ~~an the~~ animal, ~~or who~~ has it in ~~his or her~~its care, or acts as its custodian; or
- (3) Permits ~~an the~~ animal to remain on or about ~~any~~ premises ~~occupied by him or her~~it owns or occupies.

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

Provocation. ~~shall mean any~~ Any An act done towards an animal that a reasonable person would expect to enrage such an animal to the extent ~~that~~ the animal would be likely to, ~~or did,~~ bite, ~~or~~ attack, and/or cause bodily injury. Provocation~~including includes~~, but is not limited to, teasing, harassing, beating, torturing, injuring, or intentionally causing pain to an animal. ~~Where~~ When an animal is attacked on ~~its owner's~~ 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 ~~any~~ actions on the part of an individual that pertain to reasonable efforts of self-defense, ~~or~~ 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. ~~shall mean any~~ Unless stated otherwise, a structure reasonably expected to protect the animal from exposure to ~~appropriately sized for the pet to stand or lie in a normal manner.~~ The structure must have a roof, three sides, appropriate sized opening for the entry and exit and a floor so as to protect the pet from 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 ~~anya~~ 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~~ On the premises of its owner or ~~keeper-custodian indoors;~~
- ~~(2) On the premises of its owner or custodian outdoors by means of on~~ a leash or other similar restraining device or, ~~within a fenced-in area or other similar restraining device;~~
- ~~(3) , or is on~~ On the premises of its owner or ~~keeper-custodian and while~~ accompanied by ~~the-its~~ owner/keeper or custodian; or
- ~~(4) an animal that is off~~ Off the premises of its owner or ~~keeper-custodian but is~~ while accompanied by its owner or ~~keeper-custodian~~ and is under the physical control of such owner or ~~keeper-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.

Wild or feral animal shall mean any An animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies as a species to do so.

**Sec. 5-2. License for dogs and cats; Differential county and commercial pet breeder licenses, license fees; rabies vaccination tags.**

For the purpose of this section, pet shall mean domestic dog and/or domestic cat.

(a)



(b) It shall be unlawful for the owner or custodian of ~~anya~~ pet to fail to obtain a current county pet license for ~~anya~~ pet over four (4) months of age, ~~a current county pet license.~~

(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 ~~The~~ owner or custodian of ~~anya~~ pet over four (4) months of age ~~to fail to vaccinate the pet and obtain~~ ~~must also have~~ a current rabies vaccination tag showing that such pet has been vaccinated by a licensed veterinarian. No license will be issued unless proof of ~~inoculation~~ vaccination is shown.

~~(b)(4)~~ ~~Any~~A pet owner or custodian who moves into the unincorporated area of the county for the purpose of establishing residency shall have thirty (30) ~~business~~ calendar days in which to obtain the license.

(c) License fees.

(1) ~~The annual~~ Annual license fees. Annual license fees for fertile and sterilized pets shall be established ~~and approved~~ 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~~ will have until the end of the month of original issue to renew the licenses.

(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. ~~Any~~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. ~~Any~~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. ~~Any~~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.

~~(c) (3) Any 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.~~

~~(d) The Animal Care 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 in the county at all times.~~

### 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 anya litter being delivered.~~

~~(e) (b) It shall be unlawful for a commercial pet breeder to fail to obtain a county commercial pet breeder permit license from the county Animal Services Department. The requirements for such To obtain a license are as follows commercial pet breeder permit:~~

~~(1) Individuals engaged or intending to engage in breeding as a business, occupation, or profession must obtain a commercial pet breeder license from the Animal Care Department. Additionally, such breeders must obtain a separate business license through the County's Business Service Center.~~

~~(1) Applicants 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~~

~~(2)b. County pet licenses and rabies vaccinations for all pets that have reached the age of over four (4) months of age kept or harbored by the breeder as set forth in Section 5-2, currently licensed with a county pet license, before applying for the commercial pet breeder license.~~

~~(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 Care Department Animal Services Department, through its Animal Care Officers, shall conduct an inspection of the property 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: for the license requested by the applicant to determine whether the applicant qualifies to hold a license pursuant to this section.~~

~~(4)(3)~~ During an inspection, an Animal Care Officer will be looking for the following:

~~(1)a.~~ The enclosure or other area(s) where the pets are ~~being kept~~ should beis constructed in such a manner that ~~any~~ pets housed there will be adequately and comfortably kept in any season of the year;

~~(2)b.~~ ~~The location of all pet enclosures should be in such a position so that they can~~ The enclosure or other area(s) where the pets are kept is able to be easily cleaned and sanitized. ~~Any kennels or yards that are connected or are used to confine the pets must be~~ and kept clean and free from accumulations of feces, filth, mud, and debris;

~~(3)c.~~ Every pet on the premises ~~should have~~ has constant access to a clean and fresh water supply. ~~All pets must also have~~ and an adequate amount of ~~appropriate~~ food appropriate to maintain each pet's normal condition of health;

~~d.~~ The premises ~~must be~~ where the pets are kept is set up in such a manner as to ~~not allow prevent~~ pets to from straying beyond their enclosed confines or other areas and. ~~The setup must also prevents~~ the public and stray animals from obtaining entrance into thereto or gaining making contact with ~~any the~~ pets on the premises;

~~(4)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 ~~Every pet that has reached the age of four (4) months on the premises must have a valid pet license on file with Richland County and~~ failure to maintain these requirements may result in a revocation of the permit.

~~(5)~~ (c) Restrictions:

~~(5)(1)~~ A ~~license permit~~ will not be issued to an applicant who has been previously found guilty of violating ~~that has pled no contest, or has been found to have violated~~ any federal, state, or local laws or regulations pertaining to animal cruelty within five (5) years of the date of application.

~~(6)~~ License application should be made prior to any litter being delivered.

~~(7)(2)~~ A permit will only be valid if there also exists a valid business license and only for the applicant and ~~A commercial pet breeder license is not transferrable to another person or location listed on the application. The permit is non-transferable.~~

- ~~(8) The annual inspection fee for a county commercial pet breeder license shall be established and approved by county council. The license shall expire one (1) year after the date of issue.~~
- ~~(9) Any violations or alleged violation found under the provisions of this Chapter shall be grounds for the suspension/revocation of the commercial pet breeder license/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, if deemed necessary by the Animal Care Department. Reinstatement of such license shall be determined on a case-by-case basis. The commercial pet breeder license of any licensee whose license has been suspended shall remain inactive and all breeding shall cease until the license has been reinstated or a new license is issued~~
- ~~(3) In addition to the inspection fee for the commercial pet breeder license, a pet breeder is required to adhere to the licensing requirements of the county pet license as set forth in subsections (a) and (b) of this section, so that there is a requirement of one (1) commercial pet breeder license per breeder in addition to one (1) county pet license per pet that has reached a minimum age of four (4) months and is still in the commercial pet breeder's custody.~~
- ~~(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. 5-3. Exemptions from differential licensing fees.~~**

- ~~(a) The following classifications of owners of 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 pet and will pay the same license fee as required for sterilized pets:~~
- ~~— Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery;~~



- ~~(2) Any owner of one or more purebred pets who can furnish proof of participation in a nationally recognized conformation or performance events within the past twelve months;~~
- ~~(2) Any owner of a dog that 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. Such registration must be accompanied by proper documentation that will be required to receive this exemption.~~
- ~~(a) Any owner of a dog which is trained to be an assistance/service dog for its owner shall be required to obtain an annual license but shall not be required to pay any license fee.~~
- ~~(a) The county Animal Care Department shall maintain the name and address of each party to whom a license and tag have been issued under the provisions of this chapter 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 anyan 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 anyan 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 ~~any~~ 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 ~~any~~ owner or custodian to abandon an animal in the unincorporated area of the county.

### **~~Community Cat Diversion Program.~~**

~~(a) — Purpose. It is the intent of this section to create a Community Cat Diversion Program ("Program") within Richland County in order to reduce cat overpopulation in an effective and humane way by using the Trap, Neuter, and Return (TNR) method.~~

~~(a) — Scope. This section shall apply only to healthy free roaming and Community Cats. Well-socialized, friendly, or abandoned house pets do not qualify for the Program as they depend on humans for survival. The Superintendent of Animal Services, or his/her designee, shall make the decision as to whether a cat qualifies for the Program.~~

~~(a) — Procedures:~~

~~(0) — Any Community Cat either trapped or seized by an animal care officer or turned into the animal care facility by a citizen shall be:~~

~~–Assessed by a veterinarian to determine the condition of health;~~

~~–Spayed or neutered, as needed;~~

~~–Vaccinated for rabies, feline viral rhinotracheitis, calicivirus, and panleukopenia; and;~~

~~–Ear tipped for identification.~~

~~(0) — All cats entering the animal care facility shall be immediately assessed for Program qualification; those unqualified shall be processed in accordance with this chapter.~~

~~(0) — Any Community Cat entering the Program shall be returned on the third day after spay/neutering or as soon as practicable thereafter to the area where it was trapped or seized. Any Community Cat which meets all the requirements in section (c)(1), above, that is trapped, seized, or brought to the animal care facility may be immediately returned to the same community. However, a Community Cat will be relocated if a request from a property owner~~

~~within the community requests that the cat be relocated to a location other than where it was trapped.~~

~~The county shall have no liability for cats in the Program.~~

~~(1) — Community Cats are exempt from licensing and related fees.~~

#### **Sec. 5-5. Running at large—~~restraint.~~**

- (a) ~~It is unlawful for an animal to be at large.~~ All animals must be kept under restraint or confinement ~~and anyan.~~ Any animal not so restrained or confined will be deemed unlawfully running at large ~~in the unincorporated area of the county. Provided, however, this~~ This subsection shall not apply to domestic cats that have been spayed or neutered/sterilized or community cats trapped, sterilized, and released those cats in the Community Cat Diversion Program.
- (b) Dogs ~~that are~~ 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. In the interest of public safety, if an Animal Care Officer witnesses an animal not under restraint, the officer may exercise the authority to pursue the animal(s) onto private property and/or into an enclosed fenced yard. This authority may only be exercised if it has been determined by the officer that the animal is clearly able to enter and exit from the premises unrestrained and presents an immediate threat of bodily harm to public safety such as, but not limited to: aggressively charging, attempting to bite, or displaying obvious unprovoked acts of aggression. Such pursuit shall end at such time as the animal is no longer at large and/or is under restraint. If an immediate threat to public safety is absent, then a search warrant must be executed in order to enter an enclosed fenced yard.~~
- ~~(e)(d)~~ AnyAn 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 ~~any~~ 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 release community cats;
- (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.**Removal of excrement.**

~~The owner of every animal shall be responsible for the removal of any excretions deposited by his or her animal on public walks and ways, recreation areas, or private property other than that of the owner.~~

**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 ~~any~~ 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.

### **Injured or diseased animals.**

~~Anyone striking a domestic animal with a motor vehicle or bicycle shall notify the county Animal Care Department who will then take action necessary to make proper disposition of the animal.~~

~~Any domestic animal received by the animal care facility in critical condition from wounds, injuries, or disease may receive sustaining treatment by a licensed veterinarian until such time as the owner of the animal is contacted. Every effort possible shall be made to contact the owner or veterinarian of the animal via information obtained from its tag or microchip. Any such animal in critical condition, as described in this section, may be humanely destroyed if the owner or veterinarian of the animal cannot be contacted within two (2) hours. If the animal is in severe pain it may be destroyed immediately with agreement from a licensed veterinarian.~~

### **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

—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. **Nuisance animals.**

- ~~( ) It shall be unlawful for any person to own, keep, possess, or maintain an animal in such a manner so as to constitute a nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any animal are hereby declared to be a nuisance and are, therefore, unlawful:~~
- ~~(0) Failure to exercise sufficient restraint necessary to control an animal as required by Section 5-5;~~
  - ~~(0) Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.;~~
  - ~~(0) Failure to maintain a dangerous animal in a manner other than that which is described as lawful in Section 5-416(c);~~
  - ~~(0) Maintaining animals in an environment of unsanitary conditions which results in offensive odors or is dangerous to the animal or to the public health, welfare or safety.;~~
  - ~~(0) Maintaining animals in an environment of unsanitary conditions which results in offensive odors or is dangerous to the animal or to the public health, welfare or safety.;~~
  - ~~(0) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety,, density, or location of the animals on the property.;~~
  - ~~(0) Allowing or permitting an animal to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises;~~
  - ~~(0) Maintaining an animal that is diseased and dangerous to the public health;~~
  - ~~(0) Maintaining an animal that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.~~
- ~~( ) An animal that has been determined to be a nuisance by the Animal Care Department may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.~~



~~(m) Every female animal in heat shall be kept confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other animals.~~

~~— Sec. 5-9. Animal care, generally.~~

~~(o) It shall be unlawful for an owner to fail to provide his or her animal(s) with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and humane care and treatment.~~

~~(p) It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.~~

~~(q) It shall be unlawful for a person to dye or color artificially any animal or fowl, including but not limited to rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county.~~

~~(r)b. \_\_\_\_\_ It shall be unlawful for any owner to abandon an animal in the unincorporated area of the county.~~

**Sec. 5-109. Sale of animals.**

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any 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. ~~Licensed pet shops, commercial kennels, municipal and/or county animal care facilities, and licensed pet rescue organizations are exempt from the requirements of this subsection.~~

(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 any pet under eight (8) weeks of age, except as 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. 5-110. 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) AnyA 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 **anya** 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 (Crocodilia);
- (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-~~12~~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 any privately owned premises of which an Animal Care Officer suspects a violation of this chapter exists thereupon which it is suspected a violation of this chapter exists. Once upon the premises, the officer may examine such the animal and may take immediately seize custody of the animal when, in his or her the officer's sole opinion, it requires 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. If an Animal Care Officer witnesses an animal in distress and in need of immediate medical attention, the officer may exercise the authority to enter onto private property (yard only) and/or into an enclosed fenced yard to seize the animal. If the animal is not in need of immediate medical care, then a search warrant must be executed in order to enter onto private property (yard only) and/or into an enclosed fenced yard.

(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) The After the animal is seized pursuant to this section, the Animal Care Officer shall thereafter 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.

~~(a) , which shall be a civil proceeding. The hearing shall be set not more than ten (10) business days from the date of the seizure of the animal to determine whether the owner, if known, is able to adequately provide for the animal and is a fit person to own the animal until final disposition of the uniform ordinance summons (criminal proceeding). The Animal Care Officer shall cause to be served upon the owner, if known and residing within the jurisdiction wherein the animal is found, written notice at least five (5) business days prior to the hearing of the time and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the animal was found, the Animal Care Officer shall post a copy of the notice at the property where the animal was seized. The pet or animal shall remain in the custody and care of the Animal Care Department until conclusion of the civil hearing before the magistrate. During or after the final uniform ordinance summons proceeding, the magistrate shall make the final determination as to whether the animal is returned to the owner or whether title is transferred to the Animal Care Department whereby the animal may be put up for adoption or humanely destroyed. The court, in either proceeding, in determining whether the owner is able to adequately provide for the animal or is a fit person to own the animal, may take into consideration, among other things, the owner's past record of convictions under this chapter, or one similar thereto, and the owner's mental and physical condition.~~

~~If the magistrate, after conclusion of either the civil or criminal proceeding, orders the return of the animal to its owner, the animal care facility shall release the animal upon receipt from the owner of all redemption fees as described in Section 5-14, below. If the owner does not pay the redemption fees within five (5) business days of the magistrate's order of final disposition of the animal after conclusion of the criminal proceeding, the animal shall become the property of the Animal Care Department, shall not be released to the owner, and may be placed for adoption or euthanized.~~

~~(b) Nothing in this section shall be construed to prohibit the euthanization of a critically injured or ill animal for humane purposes at any time after the initial seizure of the animal.~~

**Sec. 5-~~13~~15. Impounding, surrender.**

(a) AnyAn 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 in violation of the~~ provisions of this chapter may be caught or seized and impounded by an Animal Care Officer~~county authorities~~. If ~~an the~~ animal cannot be caught or seized in a safe, and efficient manner, the Animal Care Officer ~~animal care personnel~~ may tranquilize the animal by use of a tranquilizer gun.

~~—The Animal Care Department may, thereafter, make available for adoption or humanely destroy impounded animals which are not positively identifiable and not redeemed within five (5) business days, except as provided in subsection (I) below, animals impounded at the animal care facility, which are deemed by the Superintendent of Animal Services, or his/her designee, in agreement with a licensed veterinarian, to constitute a danger to other animals or persons at the facility, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.~~

~~(a) When a person arrested is, at the time of the an arrest, in charge of an animal, the county Animal Care Department~~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.

~~(a) The county may transfer title of all animals held at its animal care facility after the legal detention period has expired and its owner has not claimed the animal.~~

~~(a) A positively identifiable animal is one which bears or wears a legible and traceable current permanent number, county license tag or rabies vaccination tag pursuant to Section 5-2; or traceable number, tattoo or microchip pursuant to S.C. Code 47-3-510 (Supp. 1999).~~

~~—The owner of a positively identifiable impounded animal shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has fourteen (14) business days from the date of mailing to redeem the animal from the animal care facility. Redemption costs will include the cost of mailing, plus any established costs, fines, fees or other charges. If the owner does not redeem the animal within fourteen (14) business days of the date of the mailing, the animal will be deemed abandoned and becomes the property of the animal care facility. For animals impounded at the animal care facility, the Superintendent of Animal Services, or his/her designee in agreement with a licensed veterinarian, shall either place the animal for adoption or have the animal humanely destroyed, pursuant to S.C. Code 47-3-540 (Supp. 1999).~~

~~—Notwithstanding the above and except as provided in subsection (f), below, positively identifiable animals impounded at the animal care facility, which are deemed by the Superintendent of Animal Services, or his/her designee, in agreement with a licensed veterinarian to constitute a danger to other animals or persons at the facility, or which are infectious to other animals, in pain or near death, may be humanely destroyed at any time.~~

~~(d) Any animal found "at large" may be impounded by the Animal Care Officer and may not be redeemed by its owner unless such redemption is authorized by the county Animal~~

Care Department, with assurance from the owner that proper care and custody will be maintained.

- (d) Any animal that has been determined by the Animal Care Department to be a dangerous or vicious animal, and is not properly confined as described in Section 5-16(c), below, or is otherwise in violation of this chapter, may be impounded by the Animal Care Department. Such animals shall not be euthanized unless the owner has surrendered the animal to the animal care facility and has completed and signed a surrender form or until a final uniform ordinance summons proceeding (criminal proceeding) is held before an appropriate magistrate and the magistrate has determined that the animal should be euthanized.

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— If the owner does not give permission, the Animal Care Officer may obtain a search warrant to enter any premises upon which it is suspected a violation of this chapter exists. Once upon the premises, the officer may examine such animal and may take immediate custody of the animal when, in his or her opinion, it requires removal from the premises for the immediate protection of the animal or the public, and shall issue a uniform ordinance summons to the owner. The Animal Care Officer shall thereafter petition the appropriate magistrate for a hearing, which shall be a civil proceeding. The hearing shall be set not more than ten (10) business days from the date of the seizure of the animal to determine whether the owner, if known, is able to adequately provide for the animal, adequately confine the animal as defined in Section 5-16 (c), and is a fit person to own the animal until final disposition of the uniform ordinance summons (criminal proceeding). The Animal Care Officer shall cause to be served upon the owner, if known and residing within the jurisdiction wherein the animal is found, written notice at least five (5) business days prior to the hearing of the time and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the animal was found, the Animal Care Officer shall post a copy of the notice at the property where the animal was seized. The pet or animal shall remain in the custody and care of the Animal Care Department until conclusion of the civil hearing before the magistrate. During or after the final uniform ordinance summons proceeding, the magistrate shall make the final determination as to whether the animal is returned to the owner or whether title is transferred to the Animal Care Department whereby the animal may be put up for adoption or humanely destroyed. The court, in either proceeding, in determining whether the owner is able to adequately provide for the animal, adequately confine the animal as defined in Section 5-16 (c), or is a fit person to own the animal, may take into consideration, among other things, the owner's past record of convictions under this chapter, or one similar thereto, and the owner's mental and physical condition.

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— If the magistrate, after conclusion of either the civil or criminal proceeding, orders the return of the animal to its owner, the animal care facility shall release the animal upon receipt from the owner of all redemption fees as described in Section 5-14, below. If the

~~owner does not pay the redemption fees within five (5) business days of the magistrate's order of final disposition of the animal after conclusion of the criminal proceeding, the animal shall become the property of the Animal Care Department, shall not be released to the owner, and may be placed for adoption or euthanized.~~

~~(b)~~

~~(c) Nothing in this subsection (f) shall be construed as to prohibit the immediate euthanizing euthanization of a critically injured or ill an animal for humane purposes at any time after impoundment impoundment of the animal 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.-~~

~~(e) An owner or custodian may surrender its Any animal surrendered 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 adopted placed for adoption or euthanized at any time provided there is a completed and signed surrender form on file for the animal concerned.~~

~~(f)(d) It shall be unlawful for anya person to furnish false information on the animal surrender form.~~

**Sec. 5-1416. 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 ~~keeper-custodian~~ of ~~any~~ animal ~~that has been impounded under pursuant to the provisions of this chapter, and which has not been determined by the Animal Care~~



~~Department to be dangerous or vicious, shall have the right to redeem such pet animal at any time within the legal detention period outlined in Section 5-13 prior to the applicable redemption deadline upon payment of all fees, established and required by the Animal Care facility. No pet will be released without proof of inoculation vaccination, and without an implanted microchip, provided that all other redemption requirements have been met. The fees set forth shall be doubled for any 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) No fertile pet shall be redeemed unless one of the exceptions in Section 5-3(a) has been met. The requirements that a pet Impounded animals must be spayed or neutered before being redeemed 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.

(b)(f) \_\_\_\_\_ shall not be waived pursuant to the exceptions in Section 5-3 (a) if If the animal has been impounded more than once for a violations of this chapter. In such instances, the pet 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.

—The fees set out in this section shall be doubled for any pet impounded twice or more within the same 12-month period.

### **Sec. 5-1518. Adoption.**

(a) AnyAn animal impounded under the any provisions of this chapter, which is the property of the county Animal Services Department, may, at the end of the legal detention period, be adopted, provided the new owner will agree to comply with the provisions contained herein and pays all applicable fees.

(b) Any pet surrendered to the Animal Care Department or animal care facility may be adopted at any time provided there is a completed and signed surrender form on file for the animal concerned.

(e)(b) \_\_\_\_\_ Those individuals adopting puppies or kittens too young to be neutered, or spayed, or receive rabies inoculations 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 time date to have these procedures performedaccomplished. In the event the The fees paid for these procedures will be refunded if the animal is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

### **Sec. 5-16. Prohibited, exceptions.**

(a) Except as provided in subsection 5-16 (d), it shall be unlawful for any person to sell, own, keep, harbor, or act as custodian of a:

(0) Non-domestic member of the family felidae;

(0) Wolf dog hybrid containing any percentage of wolf;

(0) Badger, wolverine, weasel, skunk and mink;

(0) Raccoon;

(0) Bear;

- ~~(0) Nonhuman primate to include ape, monkey, baboon, macaque, lemur, marmoset, tamarin and other species of the order primates;~~
- ~~(0) Bat;~~
- ~~(0) Alligator, crocodile and caiman;~~
- ~~(0) Scorpion;~~
- ~~(0) Constricting snake of the following species: reticulated python, python reticulatus; Burmese/Indian rock python, python molurus; rock python, python sebae, and anaconda, eunectes murlnus;~~
- ~~(0) Venomous reptile;~~
- ~~(0) Any snake or other animal where the animal's behavior, size, temperament, breed, or capacity for inflicting serious injury is or may be detrimental to the safety and welfare of citizens in the immediate surrounding area;~~
- ~~(0) Any lizard over two feet which is a members of the family varanidae;~~
- ~~(0) Any non-domesticated member of the order Carnivora;~~
- ~~(0) Any wild or feral animal; or~~
- ~~(0) Any animal of mixed domestication and feral lineage.~~
- ~~(a) It shall be lawful for any person to own, keep, harbor, act as custodian of any make not listed in subsection 5-16(a); provided, however, it shall be unlawful to expose such snake to public view or contact, or exhibit either gratuitously or for a fee, within the unincorporated areas of the county on public or private property, except as provided in subsection 5-16(d).~~
- ~~(a) It shall be unlawful for a person owning or harboring or having the care or the custody of a dangerous or vicious animal to permit the animal to go unconfined. A dangerous or vicious animal is unconfined as the term is used in this section if the animal is not securely confined indoors or confined in a securely enclosed and locked pen or "run" area upon the person's premises. The pen or run area also must have either: 1) sides six (6) feet high, or 2) a secure top. If the pen or structure has no bottom secured to the sides, the sides must be embedded into the ground at a depth of no less than one (1) foot. However, the provisions of this subsection shall not apply to any animal that is owned by a licensed security company and is on patrol in a confined area.~~
- ~~(a) The prohibitions contained in subsections (a) and (b) above, shall not apply in the following circumstances:
  - ~~(0) The keeping of such animals in a public zoo, bona fide education or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research, or study;~~~~

~~(1) The keeping of such animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show, properly licensed and permitted by state and local law;~~

~~— The keeping of such animals in a bona fide, licensed veterinary hospital for treatment;~~

~~(2) The keeping of such animals by a wildlife rescue organization with appropriate permits from any state or local regulatory body.~~

**Sec. 5-1719. Interference with animal care officers.**

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

**Sec. 5-1820. Complainant's identification ~~to remain confidential.~~**

AnyA 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 anyan 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 ~~his or her~~ their identity.

**Sec. 5-1921. Penalties.**

(a) AnyA 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) The AnyAn owner or person having charge or custody custodian of an animal convicted of violating Section 5-4(a)(4) of this chapter cruelly used who is convicted of any violation of this chapter~~ forfeits ownership, charge, or custody of the animal and at the discretion of the court, the person ~~who is charged with or~~ convicted of ~~a such~~ violation of ~~this chapter must 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 \_\_\_\_\_, 2024.

RICHLAND COUNTY COUNCIL





**Richland County**  
**STATE OF SOUTH CAROLINA**  
**COUNTY COUNCIL FOR RICHLAND COUNTY**  
**ORDINANCE NO. -16HR**

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 I. 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 release of community cats trapped, sterilized, and released back into the community.

*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.* In addition to dogs and cats, 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 or an official with legal enforcement authority thereof.

*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.

*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;
- (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.

*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 released.
- (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 release community cats;

- (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. 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 \_\_\_\_\_, 2024.

RICHLAND COUNTY COUNCIL

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

Tid Congales 02/29/2024  
Approved As To LEGAL Form Only  
No Opinion Rendered As To Content

First Reading:  
Second Reading:



Public Hearing:  
Third Reading:

DRAFT

<b>Current Ordinance (2017)</b>	<b>Proposed Changes</b>
<ul style="list-style-type: none"> <li>• Sec. 5-1 Definitions</li> </ul>	<ul style="list-style-type: none"> <li>• Additional definitions added</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-2 Differential County License</li> </ul>	<ul style="list-style-type: none"> <li>• Pet Licenses and Commercial Breeder Permits have been separated. <ul style="list-style-type: none"> <li>○ Sec. 5-2 License for dogs and cats; rabies vaccination tags</li> <li>○ Sec. 5-3 Permit for commercial pet breeding</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-4 Community Cat Diversion Program</li> </ul>	<ul style="list-style-type: none"> <li>• Removed</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-5 Running at large - restraint</li> </ul>	<ul style="list-style-type: none"> <li>• Sec. 5-5 Running at large <ul style="list-style-type: none"> <li>○ Addition of (c)</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-6 Removal of excrement</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-12</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-7 Injured or diseased animals</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec 5-11 <ul style="list-style-type: none"> <li>○ Separated into (a) and (b)</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-8 Nuisance animals</li> </ul>	<ul style="list-style-type: none"> <li>• Sec. 5-6 Nuisance animals <ul style="list-style-type: none"> <li>○ Separated (a) to (a) and (b)</li> <li>○ Addition of (b)(2) – cat provision</li> <li>○ Removal of (6) – Barking</li> <li>○ Move (c) to (b)(9)</li> <li>○ Addition of (c)</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-9 Animal care, generally</li> </ul>	<ul style="list-style-type: none"> <li>• Sec. 5-4 Animal care, generally <ul style="list-style-type: none"> <li>○ Section has been greatly expanded</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-10 Sale of animals</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-9</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-11 Care of animals during transport</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-10</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-12 Seizure and right of entry to protect abandoned, neglected, or cruelly treated animals</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-14 <ul style="list-style-type: none"> <li>○ Changes to (a)</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-13 Impounding; surrender</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-15 <ul style="list-style-type: none"> <li>○ Condensed</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec 5-14 Redemption</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-17 <ul style="list-style-type: none"> <li>○ Expanded</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-15. Adoption</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-18 <ul style="list-style-type: none"> <li>○ Removed (b)</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-16 Prohibited; exception</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-13 <ul style="list-style-type: none"> <li>○ Removed section (c)</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-17 Interference with animal care officers</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-19</li> </ul>

<ul style="list-style-type: none"> <li>• Sec 5-18 Complainant's identification to remain confidential</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-20</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-19 Penalties</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-21</li> </ul>
	<ul style="list-style-type: none"> <li>• Addition of Sec. 5-7 Dangerous or vicious animal</li> </ul>
	<ul style="list-style-type: none"> <li>• Addition of Sec. 5-8 Tethering</li> </ul>
	<ul style="list-style-type: none"> <li>• Addition of Sec. 5-16 Civil hearing petition and hearing procedures</li> </ul>

# Richland County Council Request for Action

**Subject:**

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

**Notes:**

First Reading: April 16, 2024

Second Reading:

Third Reading:

Public Hearing:



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

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

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, Project Charge (“Sponsor”) desires to expand a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,500,000 and the creation of 130 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 delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 16, 2024  
Second Reading: May 7, 2024  
Public Hearing:  
Third Reading:

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

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

**BETWEEN**

**PROJECT CHARGE**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF [\_\_\_\_\_, 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
<b>Sponsor Name</b>	Project Charge	
<b>Project Location</b>	[to be provided]	
<b>Tax Map No.</b>	[to be provided]	
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>Phase Exemption Period</li> </ul>	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	1.1
<ul style="list-style-type: none"> <li>Contract Minimum Investment Requirement</li> </ul>	\$9,500,000	1.1
<ul style="list-style-type: none"> <li>Contract Minimum Jobs Requirement</li> </ul>	130	1.1
<ul style="list-style-type: none"> <li>Investment Period</li> </ul>	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, 2029. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024.	1.1 and 3.1
<ul style="list-style-type: none"> <li>Assessment Ratio</li> </ul>	6%	4.1
<ul style="list-style-type: none"> <li>Millage Rate</li> </ul>	476.6	4.1
<ul style="list-style-type: none"> <li>Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	4.1
<ul style="list-style-type: none"> <li>Claw Back Information</li> </ul>	Act Minimum Investment Requirement	1.1
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	1.1
<b>Infrastructure Credit</b>		
<ul style="list-style-type: none"> <li>Brief Description</li> </ul>	The Infrastructure Credits shall equal 45% of the FILOT Payments due for the first 5 payments hereunder, which are anticipated to be the payments for property tax years 2025-2029.	5.1, Exhibit D
<ul style="list-style-type: none"> <li>Credit Term</li> </ul>	The first 5 payments hereunder, anticipated to be property tax years 2025-2029.	5.1, Exhibit D
<ul style="list-style-type: none"> <li>Claw Back Information</li> </ul>	100% - Overall Achievement Percentage	6.1, Exhibit E
<b>Other Information</b>		

## 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 [\_\_\_\_\_, 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 Project Charge, a corporation organized and existing under the laws of the State of Delaware (“*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 expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$9,500,000 and the creation of 130 new, full-time jobs;

(d) By an ordinance enacted on [\_\_\_\_\_, 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 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.

**“Applicable Law”** means all applicable laws, statute, rules, regulations, orders, decisions, interpretations, opinions, and other requirements, whether promulgated by the United States or any other applicable jurisdiction (including in the area of intellectual property), as they may be amended from time to time, and specifically including, for the avoidance of doubt, all requirements applicable for listing on any public stock exchange.

**“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, 2024.

**“Contract Minimum Investment Requirement”** means a taxable investment in real and personal property at the Project of not less than \$9,500,000.

**“Contract Minimum Jobs Requirement”** means not less than 130 new, 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, as may be supplemented or amended.



“**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, 2058, the Final Termination Date is expected to be January 15, 2060, 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, 2029.

“**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.

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

“**Personal Information**” means any information relating to an identified or identifiable natural person.

“**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 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

**“Privacy Laws”** means all Applicable Laws and industry self-regulatory programs concerning the collection, use, analysis, retention, storage, protection, transfer, disclosure, processing and/or disposal of Personal Information, including state consumer protection Applicable Laws, state breach notification Applicable Laws, state social security number protection Applicable Laws, the Federal Trade Commission Act, the Federal Privacy Act of 1974, the Federal Information Security Management Act of 2002, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the Telephone Consumer Protection Act, the Fair Credit Reporting Act and its state law equivalents, the Fair and Accurate Credit Transactions Act, the Consumer Financial Protection Act of 2010, the California Consumer Privacy Act, the California Online Privacy Protection Act, the Massachusetts Data Security Regulations (201 CMR 17.00 et seq.), and the European General Data Protection Regulation (the “GDPR”), each as amended from time to time and any regulations promulgated pursuant to the authority under the foregoing.

**“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 Project Charge 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 by adopting an Inducement Resolution, as defined in the Act on [\_\_\_\_\_, 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 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, 2024. 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, 2025, 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, to the extent permitted by Applicable Law and Privacy Laws.

(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 and Improvements 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 476.6 mills, 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, 2024.

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 of this Fee Agreement.

**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 any Indemnified Party 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.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

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



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

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

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

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

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

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. *Sponsor Affiliates.*** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

**ARTICLE X  
MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

Project Charge  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITH A COPY TO (does not constitute notice):**

Haynsworth Sinkler Boyd, P.A.  
Attn: Will Johnson  
P.O. Box 11889  
Columbia, South Carolina 29201

**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: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

**RICHLAND COUNTY ATTORNEY'S OFFICE**

\_\_\_\_\_  
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]*



**PROJECT CHARGE**

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

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

**EXHIBIT A  
PROPERTY DESCRIPTION**

**[INSERT LEGAL DESCRIPTION]**

**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 [\_\_\_\_\_, 2024] (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Charge (“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

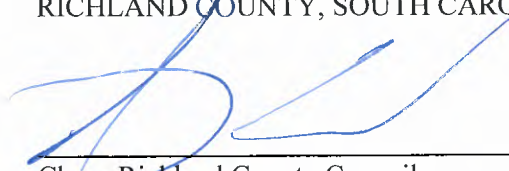
**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**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 7<sup>th</sup> day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA



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Chair, Richland County Council

(SEAL)

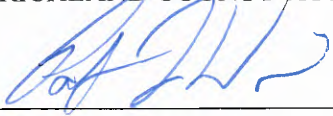
ATTEST:



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Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

**45% of the first 5 FILOT Payments hereunder (anticipated to be FILOT Payments for property tax years 2025 through 2029)**

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

The Repayment Amount shall be determined as of the end of the Investment Period. Further, any Infrastructure Credits applicable after the expiration of the Investment Period shall be reduced by the Claw Back Percentage, provided that in any year after the expiration of the Investment Period, either the Company or the County may request a redetermination of the Claw Back Percentage based on the investment and jobs achieved and maintained as of the last day of the prior fiscal year of the Company.

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating the 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, and by way of example only, if the County granted \$500,000 in Infrastructure Credits, and \$7,600,000 had been invested at the Project and 117 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 117/130 = 90\%$$

$$\text{Investment Achievement Percentage} = \$7,600,000/\$9,500,000 = 80\%$$

$$\text{Overall Achievement Percentage} = (90\% + 80\%)/2 = 85\%$$

$$\text{Claw Back Percentage} = 100\% - 85\% = 15\%$$

$$\text{Repayment Amount} = \$500,000 \times 15\% = \$75,000$$

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.

# Richland County Council Request for Action

**Subject:**

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

**Notes:**

First Reading:

Second Reading:

Third Reading:

Public Hearing:



## Richland County Council Request for Action

**Subject:**

An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2024 through June 30, 2025

**Notes:**

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

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

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

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE	<b>Title:</b>	Director
<b>Department:</b>	Public Works	<b>Division:</b>	Special Services
<b>Date Prepared:</b>	March 12, 2024	<b>Meeting Date:</b>	April 23, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	April 15, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	April 10, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 15, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	Illegal Dumping Ordinance Update		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of the proposed draft updated ordinance, which includes penalties for business involvement, hours of community service, fines, and the potential for jail time.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

There is no anticipated fiscal impact associated with the adoption of the proposed draft.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter as presented.

**REGULATORY COMPLIANCE:**

Richland County of Ordinances Chapter 12.

**MOTION OF ORIGIN:**

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

Council Member	The Honorable Jason Branham
Meeting	Development & Services
Date	February 27, 2024

**STRATEGIC & GENERATIVE DISCUSSION:**

The Department of Public Works staff reviewed the proposed language with that of other South Carolina counties as well as the language of County’s current ordinance. The State of South Carolina is also reviewing its statute regarding illegal dumping.

Sec. 12-5 (c) of the County’s Code of Ordinances reads:

*Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified.*

*Current Practices*

The Special Services Division clears 15 to 25 sites per week, and it is very infrequent the materials are traceable to an individual. If materials can be traced to an individual, s/he may be subject to Magistrate Court proceeding and findings. In all cases, the Court may order the violating party to:

1. Remove the dumped litter;
2. Repair or restore the property;
3. Perform community service relating to the removal of illegally dumped litter or restoration of an area polluted by illegally dumped litter.

Richland County presently administers community service to those found guilty of illegal dumping by Court proceedings. This is an option in lieu of jail time or a fine. Currently, the fine for any offense is \$1,092.50.

The State statute fine is based on weight.

- a. Less than 15 lbs. – not more than \$100, not more than 30 days imprisonment, plus 8 hrs. of community service.
- b. 15 lbs. to 500 lbs. – not more than \$500, not more than 30 days imprisonment, plus 16 hrs. of community service increasing to a maximum of 32 hours of community service on the third violation.
- c. More than 500 lbs. – not more than \$1,000, not more than one-year of imprisonment.

The Richland County ordinance presently exceeds the fines of the State statute; however, the State statute has considerably more imprisonment time when littering over 500 lbs.

The State Statute addresses the motion's proposed community service component; therefore, staff also recommends adding the same to the County Ordinance.

#### *Staff Recommendations*

- a) "Other ordinance requirements"
- b) "Other ordinance requirements"
- c) Any person who violates the provisions of this chapter with less than 15 pounds of material shall be deemed guilty of a misdemeanor and, upon conviction, shall be required to complete 15 hours of community service and fined not more than five hundred (\$500.00) dollars.
- d) Any person who violates the provisions of this chapter with 15 pounds or more of material shall be deemed guilty of a misdemeanor and, upon conviction, shall be required to complete 30 hours of community service and fined not more than one thousand ninety two dollars and fifty cents (\$1,092.50) dollars.
- e) Any person who violates the provisions of this chapter for a second or more distinct offense and within 365 days of the prior offense, the community service shall be 50 hours, the fine shall be two thousand one hundred eighty five dollars \$2,185.00, and shall be imprisoned for not more than thirty (30) days.
- f) Any business identified to have participated or provided materials for improper disposal is subject to triple the amount of penalties of Section 12-66 (C), (D) or (E), and for 12-66 (C) is subject to flagging of the business license for renewal consideration, for 12-66 (D) or (E) is subject to revocation of the business license.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

- Goal 1 – Foster Good governance
  - Establish programmatic plan for review of countywide policies and procedures to ensure alignment with best practices.

#### **ATTACHMENTS:**

1. Draft Ordinance



## ARTICLE VIII. ENFORCEMENT

### **Sec. 12-58. In General.**

The Director of Public Works shall maintain a Refuse Control Section composed of duly appointed Codes Enforcement Officers who shall enforce the provisions of this Chapter.

### **Sec. 12-59. Littering.**

It shall be unlawful for any person to discharge litter, in any quantity, from their person, vehicle, property, or any other conveyance.

### **Sec. 12-60. Illegal Dumping.**

- (A) It shall be unlawful for any person to dump, allow another person to dump, or cause to be dumped any garbage, debris, household trash, litter, junk, appliances, equipment, cans, bottles, paper, trees, tree limbs, tree stumps, brush or parts thereof, or any other solid waste, anywhere in the unincorporated area of the county, except at an SCDHEC approved landfill. Failure of the owner to sufficiently limit access to the property where dumping is occurring shall be considered to be allowing another person to dump, thus would be unlawful.
- (B) The above provisions shall not apply to the dumping on private property, with the owner's written permission of sand, dirt, and stone for use as a fill to raise the elevation of land; provided, the same is not maintained in an unsightly condition and, further provided, the owner of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment to ensure compliance with best management practices for storm water management.

### **Sec. 12-61. Covering vehicle loads.**

It shall be unlawful for vehicles of any kind, transporting solid waste in any quantity, to fail in ensuring that said waste is contained therein by maintaining an adequate cover and containment throughout transit.

### **Sec. 12-62. Debris on Lots.**

- (A) Declaration of nuisance. Debris allowed to accumulate and remain on any lot or parcel of land in a developed residential area within the county may be deemed and declared a nuisance in the judgement of the County Director of Public Works. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced.
- (B) Duty of owner, etc., to remove. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area within the county to remove such debris as often as may be necessary to prevent the accumulation of such debris
- (C) Notice to owner, etc., to remove. Whenever the Director of Public Works shall find that debris has been allowed to accumulate and remain upon any lot or parcel of land in a developed residential area within the county in such a manner as to constitute a nuisance, he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.
- (D) Failure to comply with notice. If the person to whom the notice is directed, under the provisions of the preceding subsection fails, or neglects to cause such debris to be removed from any such premises within ten (10) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of this chapter.
- (E) Removal by County. In the event any property is determined to be a nuisance, and twenty(20) days has elapsed after such notice has been served, deposited in the United States mail, or posted upon the premises, then the Department of Public Works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by removing the debris, and the cost of doing so may become a charge to the property owner, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

**Sec. 12-63. Scavenging.**

It shall be unlawful for any person to rummage through, take or gather items from County-owned or privately owned solid waste management facilities or any County-owned or privately owned solid waste management containers, including, but not limited to, bags, roll carts for garbage or recycling, bins, roll-off containers, or dumpsters.

**Sec. 12-64. Evictions.**

The placement of household goods and contents from a lawful eviction process, may, if necessary, be addressed in the same manner of the provision of Debris on a Lot (Sec. 12-62. above). Debris resulting from the lawful eviction process is assumed to be a mixed pile and therefore ineligible for collection under the Residential/Small Business Curbside Collection Program.

**Sec. 12-65. Collected Solid Waste is County Property.**

Once picked up for collection from the Residential/ Business Curbside Collection Program, or disposed of in any County Solid Waste Management Facility, all Solid Waste is County Property whose disposition is the responsibility of the County.

**Sec. 12-66. Penalties.**

- (A) If any of the matter or material dumped in violation of this Chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm, or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such owner dumped or caused to be dumped such matter or material in violation of this Chapter.
- (B) Appointed Refuse Control Officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the Magistrate's Court of the County to answer to the charge of violation of the appropriate section of this chapter.
- (C) Any person who violates the provisions of this chapter with less than 15 pounds of material shall be deemed guilty of a misdemeanor and, upon conviction, shall be required to complete 15 hours of community service and fined not more than five hundred (\$500.00) dollars.
- (D) Any person who violates the provisions of this chapter with 15 pounds or more of material shall be deemed guilty of a misdemeanor and, upon conviction, shall be required to complete 30 hours of community service and fined not more than one thousand ninety two dollars and fifty cents (\$1,092.50) dollars.
- (E) Any person who violates the provisions of this chapter for a second or more distinct offense and within 365 days of the prior offense, the community service shall be 50 hours, the fine shall be two thousand one hundred eighty five dollars \$2,185.00, and shall be imprisoned for not more than thirty (30) days.
- (F) Any business identified to have participated or provided materials for improper disposal is subject to triple the amount of penalties of Section 12-66 (C), (D) or (E), and for 12-66 (C) is subject to flagging of the business license for renewal consideration, for 12-66 (D) or (E) is subject to revocation of the business license.

**Sec. 12-67. Miscellaneous Enforcement Provisions.**

- (A) Appointed Code Enforcement Officers (hereinafter "Refuse Control Officers") shall have the authority to enforce all the provisions of this chapter and may issue warning letters, warning tickets, and citations for violations of those provisions. The violator may either appear in the designated magistrate's court of the County on a date determined by the court to answer to the charged violation(s) of the appropriate article and section of this chapter or may pay the fine and associated court costs at the magistrate court office prior to the court hearing.
- (B) If any solid waste improperly or illegally disposed of in violation of this chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person prior to its being disposed of as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such person disposed of or caused to be disposed of such solid waste in violation of this chapter.
- (C) Solid waste placed at curbside for collection shall be considered property of Richland County unless reclaimed by the generator of the waste. Solid waste delivered to any county owned solid waste management facility shall be considered property of Richland County. It shall be unlawful for anyone to take solid waste belonging to Richland County without prior written authorization of Richland County.
- (D) Proof of means used for proper disposal of solid wastes at businesses and commercial enterprises shall be presented to a County Refuse Control Officer when requested. This includes, but is not limited to, businesses engaged in lawn maintenance, landscaping, tree trimming/ removal, and transporting of any solid waste in Richland County.
- (E) Refuse Control Officers shall use Form S-438 when issuing citations unless approved otherwise in writing by the County Administrator. These Officers may, when they deem appropriate, issue a warning letter or a warning tickets for violations of this chapter. The warning ticket shall be of a design and content approved by the County Administrator.
- (F) If a non-compliant solid waste pile or roll cart, placed at curbside as part of the Residential / Small Business Curbside Collection Program, is not, in whole, brought into compliance for collection within a 15-day period following notification of non-compliance by the County, it shall be deemed to be an Illegal Pile and considered Illegal Dumping.
- (G) Preparation and storage of residential and/or small business solid waste for collection. It shall be the duty of the occupant or owner of any residential premises, or the owner or operator of any small business, to store all garbage properly, pending collection and disposal. Residential excess garbage beyond that which can be placed in the roll cart shall be neatly placed in sealed plastic bags alongside carts on designated collection days.
- (H) All garbage receptacles except single-use paper or plastic bags and cardboard boxes shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide,

if necessary, to prevent nuisance.

- (I)** Each property owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property occupied by him (or her) or on a public thoroughfare adjoining his or her property.
- (J)** It shall be a violation of this article to place or cause to be placed in any dumpster, solid waste receptacle, or bulk container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind, or any other hazardous waste.
- (K)** No person other than the owner thereof, his or her agents or employees, or employees of contractors of the county for the collection of solid waste shall tamper or meddle with any garbage container or the contents thereof, or remove the contents of the container from the location where the same shall have been placed by the owner thereof or his agents.
- (L)** Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area
- (M)** Property owners shall be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than contractor mishandling.
- (N)** It shall be unlawful for a Resident / Small Business Owner to repeatedly leave Roll Carts at curbside in residential areas beyond the prescribed daily period for collection.

# Richland County Council Request for Action

**Subject:**

Department of Public Works - Engineering Division - Summit Parkway/Summit Ridge  
Budget Increase

**Notes:**

April 23, 2024 – The A&F Committee recommended Council approve the change order contingent upon the completion of the punch list. Funds will not be released until final completion of the project has been achieved.



**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Shirani Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	April 2, 2024	<b>Meeting Date:</b>	April 23, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	April 5, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	April 5, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 5, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Summit Parkway/Summit Ridge Rehabilitation- project budget increase		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval to increase the project budget for the Summit Parkway/Summit Ridge Rehabilitation.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

A CTC Grant in the amount of \$2,204,750.90 was obtained to complete resurfacing of both roads. Road Maintenance Funds will be used to cover the project overage of \$175,000.

*Applicable department/grant key and object codes:* CTC 1200992030/532200  
JLs 4811086 & 4811087  
Road Maintenance Fund: 1216302000/532200

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

If both are County owned and maintained roads, there are no legal concerns.

**REGULATORY COMPLIANCE:**

Not applicable.

**MOTION OF ORIGIN:**

Item 13i. Department of Public Works – Engineering Division – Summit Ridge/Summit Parkway Project

Ms. Newton moved to approve Items 13(a) – (k), seconded by Ms. Terracio.

Council Member	Recommendation of the Administration & Finance Committee
Meeting	Regular Session
Date	November 1, 2022

**STRATEGIC & GENERATIVE DISCUSSION:**

This project is funded by a CTC grant in the amount of \$2,204,750.90. The project was awarded to the lowest bidder, Palmetto Corp, for \$2,114,010.65. Though County staff had not received any concerns regarding quantities of asphalt prior to or during the project, as it progressed, the County inspector noted quantities for asphalt were running high, thereby leading to the request to increase the project budget.

Bid Amount	\$2,114,010.65
C-Fund Grant amount	\$2,204,750.90
Contingency	\$90,740.25
Increase in quantities	\$362,446.95
Decrease in quantities (unused)	\$85,024.86
Liquidated damages (overrunning contract completion date)	\$31,200.00
Subtotal of cost changes	\$246,222.09
Minimum contract increase needed	\$155,481.84
Requested contract increase	\$175,000.00

The requested increase has been rounded up to the nearest \$25,000 as there are invoices to be paid before the final cost is fully recognized. Unspent money will be returned to the Road Maintenance fund balance.

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

- Goal 4: Plan for growth through Inclusive and equitable infrastructure
  - 4.3: Create excellent facilities

# Richland County Council Request for Action

**Subject:**

Department of Public Works - Jim Hamilton-LB Owens Airport - Award of Fixed Based Operator Contract

**Notes:**

April 23, 2024 – The A&F Committee recommended Council award the fixed-based operations contract to Propel Aviation, LLC.



**Agenda Briefing**

<b>Prepared by:</b>	Peter Cevallos	<b>Title:</b>	General Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Airport
<b>Date Prepared:</b>	April 11, 2024	<b>Meeting Date:</b>	April 23, 2024
<b>Legal Review</b>	R. Allyce Bailey via email	<b>Date:</b>	April 18, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	April 12, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 12, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Contract Approval for Fixed Base Operator at Jim Hamilton - L. B. Owens Airport		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends the award of a contract for fixed base operations services at the Jim Hamilton - L. B. Owens Airport to Propel Aviation, LLC.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

This contract is designed as revenue generating with the operator providing fixed base operations services at the airport by receiving and fueling aircraft. The contract is a lease agreement with the contractor paying monthly rent and a monthly fee based on the amount of fuel that they sell. If awarded, the contract will replace the existing contract which is set to expire on June 30, 2024. Approval of this contract will allow service to transition seamlessly and transparently.

*Applicable department/grant key and object codes:* 2170367800- 436000 (revenue)

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Request for Proposals RC-648-P-24 was issued in January, and closed on February 22, 2024 with four submissions. Submissions were evaluated by a committee appointed by Administration. Committee scores were combined and a ranking list was compiled, and Propel Aviation LLC is the highest ranked offeror.

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

The agreement has been reviewed and stamped approved for execution by the County Administrator.

**REGULATORY COMPLIANCE:**

Not applicable.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

As a fundamental function of airport operations, the fixed base operator provides services to all aircraft that fly into and out of the airport. With the expiration of the contract for current operator, this initiative to find a replacement was necessary for the airport to maintain service, with the objective to increase air traffic well into the future.

The proposed contract is a result of the County's procurement process via a solicitation for proposals. Four solicitations were received and scored by an evaluation committee composed of Airport Commission members and County staff. The recommended proposer received the highest score, meeting all contract prerequisites. The recommended contract will allow a private operator to conduct a for-profit service that will also generate revenue to the County with a lease amount for the space rented within the airport terminal as well as a fee based on the amount of fuel sold.

The proposed contract will replace the existing contract which is set to expire on June 30, 2024. In the current contract, the operator acts as the leasing agent for the airport. The contractor collects the hangar lease revenue and pays the County seventy-five percent (75%) thereof, retaining twenty-five percent (25%) for their role as leasing agent. Under the proposed new agreement, the Airport General Manager will administer the leases and collect one hundred percent (100%) of the current revenue. The contractor will become another leasing tenant, focused on providing aviation services, paying rent and fees for the space they use at the airport and the service they provide.

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

- Goal 3: Commit to Fiscal Responsibility
  - Objective 3.1: Align budget to priorities and seek alternative revenue sources



## **REQUEST OF ACTION**

**Subject:** FY24 - District 1 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 1.

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

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

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

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

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



Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 0
South Carolina Ballet	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$ 39,425</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

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

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$2,500** for District 2.

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

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

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

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

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

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 33,350
Ridgeview HS Blazer Twilight	\$ 2,500
<b>Total Allocation</b>	<b>\$ 2,500</b>
<b>Remaining FY2024 Balance</b>	<b>\$ 55,275</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 6 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$3,000** for District 6.

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

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

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$408,675
South Carolina Ballet	\$ 3,000
<b>Total Allocation</b>	<b>\$ 3,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$451,100</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

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

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$15,000** for District 8.

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

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

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

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

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



Initial Discretionary Account Funding	\$ 82,425
<b>FY2023 Remaining</b>	<b>\$135,125</b>
Ridgeview HS Blazer Twilight	\$ 5,000
Columbia Classical Ballet	\$ 5,000
Columbia Music Festival Association	\$ 5,000
<b>Total Allocation</b>	<b>\$ 15,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$155,800</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 9 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 9.

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

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

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$222,325
Black Pages International	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$237,935</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 10 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$15,000** for District 10.

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

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

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 42,625
Town of Eastover	\$ 10,000
Black Pages International	\$ 5,000
<b>Total Allocation</b>	<b>\$ 15,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$ 65,050</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 11 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 11.

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

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

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:



Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$184,527
Black Pages International	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$222,552</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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