

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**



**TUESDAY JULY 16, 2024**

**6:00 PM**

**COUNCIL CHAMBERS**



# Richland County Council 2023-2024



Jessica Mackey  
District 9  
Chair



Overture E. Walker  
District 8



Chakisse Newton  
District 11



Cheryl D. English  
District 10



Derrek Pugh  
District 2  
Vice Chair



Jason Branham  
District 1



Gretchen D. Barron  
District 7



Yvonne McBride  
District 3



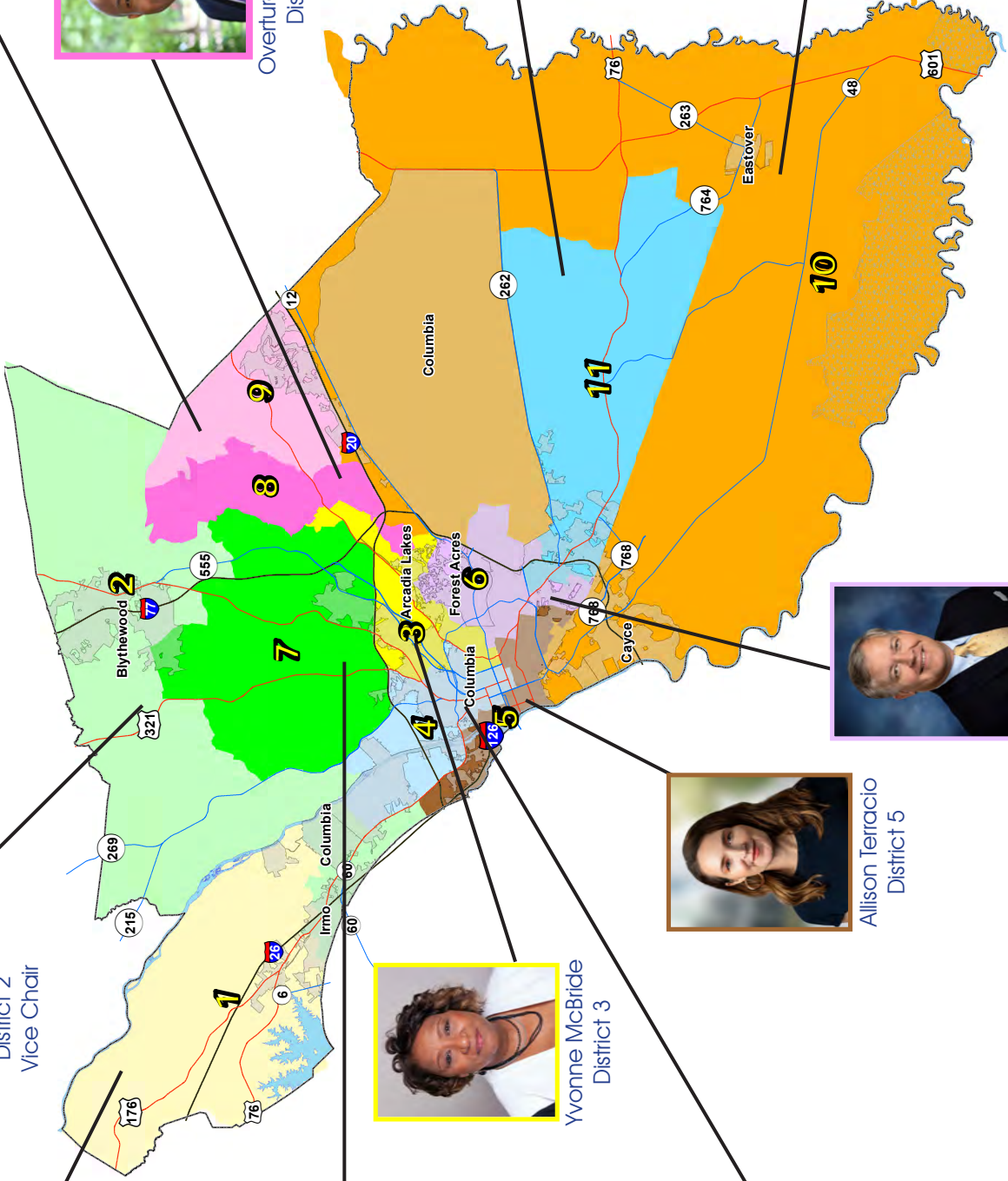
Allison Terracio  
District 5



Don Weaver  
District 6



Paul Livingston  
District 4





**Richland County  
Regular Session**

**AGENDA**

July 16, 2024 06:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Jesica Mackey, Chair  
Richland County Council

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

The Honorable Allison Terracio
3. **PLEDGE OF ALLEGIANCE**

The Honorable Allison Terracio
4. **APPROVAL OF MINUTES**

The Honorable Jesica Mackey

  - a. Regular Session: July 2, 2024 **[PAGES 10-14]**
  - b. Special Called Meeting: July 9, 2024 **[PAGES 15-16]**
5. **ADOPTION OF AGENDA**

The Honorable Jesica Mackey
6. **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. Legal Advice: Regarding S.C. Code of Laws, Sec. 30-4-70
  - b. Legal update- Zillow, Inc. v. Richland County.  
[Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(2)]
  - c. Property Inquiry - 1221 Gregg Street, Columbia, SC 29201, TMS # R11406-16-16, TMS # 11406-16-17  
[Pursuant to S.C. Code of Laws, Sec. 30-4-070(a)(2)]
  - d. Property Inquiry - 2009 Hampton Street, Columbia, SC 29204, TMS # R11407-10-18 [Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(2)]

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

**7. CITIZEN'S INPUT**

The Honorable Jesica Mackey

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

**8. CITIZEN'S INPUT**

The Honorable Jesica Mackey

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

**9. REPORT OF THE COUNTY ADMINISTRATOR**  
**[PAGES 17-115]**

Leonardo Brown,  
County Administrator

- a. Updates for Consideration:

- 1. General Updates

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

- 1. County Treasurer - Award Palmetto Posting Inc. for Richland County's Delinquent Tax Notices  
**[PAGES 18-19]**

- 2. Agenda Briefing Addendum: Grants & Community Development - 2024 Annual Action Plan  
**[PAGES 20-115]**

**10. REPORT OF THE CLERK OF COUNCIL**

Anette Kirylo,  
Clerk of Council

**11. REPORT OF THE CHAIR**

The Honorable Jesica Mackey

**12. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Jesica Mackey

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

### **13. APPROVAL OF CONSENT ITEMS**

The Honorable Jesica Mackey

- a. Case # 24-009MA  
Aaron Breeden  
HM to GC (9.18 Acres)  
E/S Hard Scrabble Road  
TMS # R20300-03-02 [THIRD READING] [\[PAGES 116-117\]](#)
- b. Case # 24-011MA  
Denise Lawson  
RT to GC (0.69 Acres)  
1710 Dutch Fork Road  
TMS # R02408-02-03 [THIRD READING] [\[PAGES 118-119\]](#)
- c. Case # 24-015MA  
Megan Newbold  
GC to MU3 (1.53 Acres)  
3003 Two Notch Road  
TMS # R11613-02-02 [THIRD READING] [\[PAGES 120-121\]](#)
- d. Case # 24-016MA  
Phillip Bradley  
R3 to R5 (21.24 Acres)  
S/E Rabon Road  
TMS # R17112-01-01 (portion of) [THIRD READING]  
[\[PAGES 122-123\]](#)
- e. An Ordinance Authorizing an easement to the City of Columbia for a sanitary sewer main located at 1871 Omarest Drive, Richland County TMS #07415-01-01(p) [SECOND READING] [\[PAGES 124-133\]](#)
- f. An Ordinance Authorizing easement to the City of Columbia for a storm drainage line located at 1403 Jim Hamilton Boulevard; Richland County TMS #13702-01-30(p) [SECOND READING] [\[PAGES 134-140\]](#)
- g. An Ordinance Authorizing an easement to the City of Columbia for sanitary sewer main located at the South Side of Plowden Road; Richland County TMS #13608-01-13(p) [SECOND READING] [\[PAGES 141-151\]](#)

### **14. THIRD READING ITEMS**

The Honorable Jesica Mackey

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl [\[PAGES 152-253\]](#)
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between

Richland County, South Carolina and US Brick, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [\[PAGES 254-287\]](#)

- c. Authorizing the imposition of a one percent (1%) Transportation Sales and Use Tax within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; determining (I) the categories of projects to be funded with the tax, (II) the maximum time for imposition of the tax, and (III) the estimated capital costs of the projects; directing the Board of Voter Registration and Elections of Richland County to conduct a county-wide referendum on the imposition of the tax and the issuance of General Obligation Bonds; prescribing the contents of the ballot questions; and other related matters [\[PAGES 288-300\]](#)

**15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. Approving a sponsor affiliate to join in one or more fee agreements among McEntire Produce, Inc., R. C. McEntire Trucking, Inc., McEntire Limited Partnership, and Richland County, South Carolina; and other matters related thereto [\[PAGES 301-305\]](#)
- b. Approving the assignment to the Waters at Crosspointe, LLC of all the rights, interests, and obligations of Crosspointe at Killian, LLC under that certain public infrastructure credit agreement by and between Crosspointe at Killian, LLC and Richland County, South Carolina ("Credit Agreement"); authorizing the County's execution and delivery of an assignment and assumption of public infrastructure credit agreement in connection with such assignment; and authorizing other matters related thereto [\[PAGES 306-315\]](#)
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Flare; and other related matters [FIRST READING] [\[PAGES 316-341\]](#)

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

The Honorable Jesica Mackey

- a. Website Contract Award Recommendation [\[PAGES 342-343\]](#)

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

The Honorable Derrek Pugh

**a. Alvin S. Glenn Detention Center - Status Updates:**

1. Recruitment and Retention Updates
2. Infrastructure Updates
3. Security Updates
4. Other Updates

**b. New Detention Facility:**

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

**c. Personnel Matter [Executive Session]**

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

The Honorable Derrek Pugh

**a. Office of Small Business Update**

**b. Current Funding Opportunities for Small Businesses**

**19. OTHER ITEMS**

The Honorable Jesica Mackey

**a. Adopting the 2024 Penny Projects, Principles and Categories [PAGES 344-364]**

**b. FY25 - District 5 Hospitality Tax Allocations [PAGES 365-366]**

1. Columbia Music Fest Association - \$5,000
2. Nickelodeon Theatre - \$5,000

**c. FY25 - District 7 Hospitality Tax Allocations [PAGES 367-368]**

1. America's Big Sisters - \$10,000

**20. 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

**21. MOTION PERIOD**

**22. 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**  
July 2, 2024 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Derrek Pugh, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver (via Zoom), Gretchen Barron, Overture Walker, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Leonardo Brown, Anette Kirylo, Stacey Hamm, Susan O’Cain, Dale Welch, Andrew Haworth, Patrick Wright, Judy Carter, Jackie Hancock, Jennifer Wladischkin, Chelsea Bennett, Thomas Gilbert, Ashiya Myers, Jeff Ruble, Aric Jensen, Angela Weathersby, Bill Davis, Phillip Harris, Tish Gonzales, Crayman Harvey, Shirani Fuller, Kyle Holsclaw, Michael Maloney, John Thompson, John McKenzie, Tamar Black, Sarah Harris, 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 the Honorable Allison Terracio.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Allison Terracio.
4. **APPROVAL OF MINUTES**
  - a. Regular Session: June 18, 2024
  - b. Zoning Public Hearing: June 25, 2024

Ms. Barron moved to adopt the minutes as distributed, seconded by Ms. English.

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

The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the following item was eligible for Executive Session:
  - a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
  - b. Condemnation of TMS # R12600-02-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
  - c. Condemnation of TMS #R12700-01-21 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
  - d. Condemnation of TMS # R15100-10-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
  - e. Legal Advice: Project Connect [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
  - f. Legal Advice: Word of God Development Corporation [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

Ms. Newton moved to enter into Executive Session to discuss Items 6(a) – 6(d), seconded by Mr. Pugh.

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:07 PM  
and came out at approximately 6:33 PM***

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

Ms. Mackey indicated council entered into executive session and no action was taken in Executive Session.

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl – No action was taken.
- b. Condemnation of TMS #R12600-02-01
- c. Condemnation of TMS #R12700-01-21
- d. Condemnation of TMS #R15100-10-01

Mr. Livingston moved to direct the County Attorney to proceed with the condemnations, as discussed in Executive Session, seconded by Ms. Barron.

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

Opposed: Pugh

Not Present: Weaver

The vote was in favor.

7. **CITIZENS' INPUT**

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

1. Ann Dawson, 1136 Statler Road, Columbia, SC 29210 – Spoke regarding the primary and runoff elections.
2. Marie King, 1660 Hwy. 601 South, Lugoff, SC 29078 – Spoke regarding the Alvin S. Glenn Detention Center
3. Angela Brannon, 1100 Widgeman Drive, Columbia, SC 29203 – Spoke regarding the Alvin S. Glenn Detention Center
4. Stewart Andrews, 120 Middlefield Lane, Blythewood, SC 29016 – Spoke regarding the Alvin S. Glenn Detention Center

8. **CITIZENS' INPUT**

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

9. **REPORT OF THE COUNTY ADMINISTRATOR** – No report was given.

10. **REPORT OF THE CLERK OF COUNCIL** – No one signed up to speak.

11. **REPORT OF THE CHAIR**

- a. Transportation Improvement Public Hearing, July 9, 2024 – 6:00 PM – Ms. Mackey reminded Council and the public about the upcoming Transportation Improvement Public Hearing scheduled on July 9<sup>th</sup> at 6:00 PM.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

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

- e. An Ordinance Authorizing an easement to the City of Columbia for a sanitary sewer main located at 1871 Omarest Drive, Richland County TMS # R07415-01-01(p) [FIRST READING]
- f. An Ordinance Authorizing an easement to the City of Columbia for a storm drainage line located at 1403 Jim Hamilton Boulevard; Richland County TMS #13702-01-30(p)
- g. An Ordinance Authorizing an easement to the City of Columbia for sanitary sewer main located at the South Side of Plowden Road; Richland County #TMS #13608-01-13(p) [FIRST READING]
- h. Department of Public Works – Engineering – Land Manual Revision 2024 Update – Ms. Shirani Fuller, County Engineer, stated there was a scrivener’s error on p. 184 of the agenda packet. The first sentence under “Sidewalks” should read, “Sidewalks shall be constructed on one side of the road to meet the following standards.”

Mr. Branham moved to adopt the land manual as corrected, seconded by Ms. Newton.

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

Not Present: Pugh

The vote in favor was unanimous.

- i. Department of Public Works – Engineering – Solid Waste – Drop-off Center Hours of Operation – Ms. Newton pointed out that there will be a robust public information campaign to ensure the community is well informed before any changes are implemented.

Mr. Maloney, Public Works Director, indicated information regarding the change to the hours of operation at the drop-off centers will be distributed at upcoming community meetings.

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

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

Not Present: Pugh

The vote in favor was unanimous.

- j. Utilities – Southeast Sewer Master Plan

- k. Public Works – Engineering -GreenHill Parish and Spring Park Sidewalk – Award of Construction

- l. Economic Development – Lease Renewal

Ms. Newton moved to approve Items 13(a) – 13(g) and 13(j) – 13(l), seconded by Ms. Terracio.

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

The vote in favor was unanimous.

- m. Grants & Community Development – 2024 Annual Action Plan

- n. Community Planning & Development – Conservation – Historic Preservation Plan

- o. Community Planning & Development – Planning Services – 2025 Comprehensive Plan Update

Ms. Newton moved to approve Items 13(m) – 13(o), seconded by Ms. Barron.

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

Not Present: Pugh

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 13(h) – 13(o), seconded by Mr. Walker.

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

The motion for reconsideration failed.

14. **SECOND READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl – Ms. Barron moved to approve this item, seconded by Mr. Walker.

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

The vote in favor was unanimous.

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

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

Not Present: Pugh

The vote in favor was unanimous.

15. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Transportation Penny Advisory Committee (TPAC) Recommendations – Mr. Walker stated the committee recommends allocating the Transportation Penny as follows: 48% for Community Investment, 30% for County Advancement, and 22% for the COMET.

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

Opposed: Branham

Not Present: Pugh

The vote was in favor.

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

- a. Strategic Plan Performance Measures – Ms. Mackey noted the Strategic Planning dashboard is live on the County website.
- b. Website Update—Ms. Mackey stated that redesigning the County’s website is one of the Strategic Plan's goals. An RFP was issued earlier this year and closed at the end of May. We received 36 responses, which is a record number. Currently, staff is evaluating the top six submittals, with the goal of selecting a vendor within the next 30 days.
- c. Public-Private Partnership Roadmap – Ms. Mackey indicated the committee was briefed on the Public-Private Partnership. Subsequently, a work session was held today for full Council. Council members are invited to provide feedback regarding the roadmap.

17. **OTHER ITEMS**

- a. FY25 – District 1 Hospitality Tax Allocations (Capital City Lake Murray Country - \$20,000)
- b. FY25 – District 2 Hospitality Tax Allocations (Capital City Lake Murray Country - \$5,000)
- c. FY25 – District 5 Hospitality Tax Allocations (Columbia Classical Ballet - \$5,000; South Carolina Ballet - \$5,000)
- d. FY25 – District 6 Hospitality Tax Allocations (Capital City Lake Murray Country – \$30,000)

Ms. Newton moved to approve Items 17(a) – 17(d), seconded by Ms. Barron.

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

Not Present: Pugh

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 17(a) – 17(d), seconded by Ms. Newton.

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

Not Present: Pugh

The motion for reconsideration failed.

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

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

Not Present: Pugh

The vote in favor was unanimous.

*Council went into Executive Session at approximately 7:02 PM  
and came out at approximately 7:47 PM*

Regular Council Meeting Minutes  
July 2, 2024

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

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

Not Present: Pugh and Weaver

The vote in favor was unanimous.

Ms. Mackey indicated council entered into executive session to receive legal advise, no action was taken in Executive Session.

- a. Legal Advice: Word of God Development Corporation [Pursuant to SC Code of Laws, 30-4-70(a)(2)] – No action was taken.

19. **MOTION PERIOD**

- a. I move that County Council direct the County Administrator to research and provide to Council (1) ways to secure title to subdivision roads that were developed but never had ownership transferred to the County and (2) to recommend changes to county ordinances and/or protocols to better assure that future development of subdivision roads includes conveyance of title to the county (unless there is an understanding between the developer and the County that the subdivision roads will intentionally remain privately owned and maintained) [BRANHAM, NEWTON, and ENGLISH] – Ms. Mackey referred the motion to the D&S Committee.

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

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

Not Present: Pugh and Weaver

The vote in favor was unanimous.

The meeting adjourned at approximately 7:48 PM.



Richland County Council  
Special Called Meeting  
**MINUTES**  
July 9, 2024 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Aric Jensen, Leonardo Brown, Anette Kirylo, Lori Thomas, Stacey Hamm, Susan O’Cain, Dale Welch, Kyle Holsclaw, Angela Weathersby, Patrick Wright, Michael Maloney, Ashley Fullerton, John Thompson, and Quinton Epps

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.

2. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. Livingston.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
The vote in favor was unanimous.

3. **OPEN/CLOSE PUBLIC HEARING**

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

Ms. Terracio moved to suspend Council’s rules, seconded by Ms. Newton.

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

The vote in favor was unanimous.

Mr. Pugh moved to extend the time allotted for the public hearing to allow all individuals signed up to speak, seconded by Ms. Barron.

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

The vote in favor was unanimous.

Spoke in Favor:

1. Alex Konesko, 1041 Marion Street, #10A, Columbia, SC 29201
2. Javar Juarez, 1924 Spotswood Drive, Columbia, SC 29201
3. Walter Durst, 744 Zimalcrest Drive, Columbia SC 29210
4. Charles Weber, 133 Deer Tract Drive, Little Mountain, SC 29075
5. John Black, 43 E. Lake Court, Columbia, SC 29209
6. Susan McPherson, 1225 Lady Street, Columbia, SC 29201
7. John Lumpkin, 490 Alexander Circle, Columbia SC 29206
8. Jamilla Sterling, 701 Gervais Street, Columbia, SC 29201
9. Jennifer Mancke, 320 Clearview Drive, Hopkins, SC 29061
10. Viola Hendley, 104 Alabama Street, Columbia, SC 29201
11. Emerson Smith, 3315 Cannon Street, Columbia, SC 29205

**Special Called Meeting Minutes**  
**July 9, 2024**

12. Ronald Davis, 2228 Washington Street, Columbia, SC 29204
13. Elaine Cooper, 3105 Dalloz Road, Columbia, SC 29204
14. Sherry Jaco, 1166 Olympia Avenue, Columbia, SC 29201
15. Dori Tempio, 3714 Carriage House Road, Columbia, SC 29206
16. Jason Czenwinski, 1340 Longcreek Drive, 29210
17. Bob Guild, 314 Pall Mall Street, Columbia, SC 29201
18. Robin and Chip Harriford, 900 Gracern Road, Columbia, SC 29210
19. Valerie Marcil, 4 Robin Hood Court, Columbia, SC 29205
20. Carol Kososki, 5225 Lakeshore Drive, Columbia, SC 29206
21. Gwen Geidel, 3823 Edinburgh Road, Columbia, SC 29204
22. Roosevelt Barnwell, 711 Bustling Branch Lane, Elgin, SC 29045
23. Maurice Thompson, 7648 Garners Ferry Road, Columbia, SC 29209
24. Ida Dixon, 6135 Bluff Road, Hopkins, SC 29061
25. Dachaundra Mosley, 317 Old Bluff Road, Hopkins, SC 29061

Spoke in Opposition:

1. Bill Malinowski, 11824 Broad River Road, Chapin, SC 29036
  2. Shirley Geiger, 4202 Pine Forest Drive, Columbia, SC 29204
  3. Warren Schurlock, 255 Dry Branch Way, Hopkins, SC 29061
  4. Henry Martin, 124 Winding Road, Irmo, SC 29063
  5. Virginia Sanders, 7049 Glengarry Drive, Columbia, SC 29209
  6. Mary Ann Adams, 1236 Muller Road, Blythewood, SC 29016
  7. Mamie Jackson, 3700 N. Main Street, Columbia, SC 29203
  8. Mary Alice Easterling, 211 Dove Ridge Road, SC 29223
  9. Ed Fleshman, 3504 Monroe Street, Columbia, 29205
  10. Erin Nobles – 419 Walker St. Columbia, SC 29205
4. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. Newton.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 7:16 PM.



**RICHLAND COUNTY  
ADMINISTRATION**

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



## Report of the County Administrator

Regular Session – July 16, 2024

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### ITEMS FOR EXECUTIVE SESSION:

PROPERTY INQUIRY - 1221 GREGG STREET, COLUMBIA, SC 29201, TMS# R11406-16-16, TMS # 11406-16-17

PROPERTY INQUIRY – 2009 HAMPTON STREET, COLUMBIA, SC 29204, TMS# R11407-10-18

PERSONNEL MATTER – GRIEVANCE REVIEWS AND RECOMMENDATIONS

### UPDATES FOR CONSIDERATION:

GENERAL UPDATES

### 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 Treasurer - Award Palmetto Posting Inc. for Richland County's Delinquent Tax Notices:* The Treasurer recommends awarding Palmetto Posting, Inc. the contract to post delinquent tax notices as required by state law.

*Agenda Briefing Addendum: Grants & Community Development - 2024 Annual Action Plan:* Community Development staff request Council approval for two changes to the draft 2024 Annual Action Plan following the 30-Day Public Comment Period ending July 15, 2024 in addition to the approval of the final draft to the 2024 Annual Action Plan.

### ATTACHMENTS:

1. Agenda Briefing: County Treasurer - Award Palmetto Posting Inc. for Richland County's Delinquent Tax Notices
2. Agenda Briefing Addendum: Grants & Community Development - 2024 Annual Action Plan



**Agenda Briefing**

<b>Prepared by:</b>	Kendra L. Dove	<b>Title:</b>	Treasurer
<b>Department:</b>	Treasurer's Office	<b>Division:</b>	
<b>Date Prepared:</b>	June 25, 2024	<b>Meeting Date:</b>	July 16, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	July 3, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	July 5, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 9, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	Award Palmetto Posting Inc. for Richland County's Delinquent Tax Notices		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends awarding Palmetto Posting, Inc. the contract to post delinquent tax notices as required by state law.

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:**

Funds are generated through fees assessed on delinquent properties as the "Taxes at Tax Sale" budget is a revenue generating account.

*Applicable fund, cost center, and spend category:* Fund: 1151  
Cost Center: 1735  
Spend Category: Professional Services

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

The County has considered the delinquent tax posting supplier, Palmetto Posting, Inc., a sole source provider in the past. However, during the last solicitation cycle, a new firm was available. That firm is no longer in business. In an abundance of caution, a Request for Proposals was publicly advertised. RFP #RC-664-P-24, "Richland County's Delinquent Tax Notices," was issued on May 15, 2024, and there was one (1) response to the request. An evaluation team of three members reviewed the submittal. The offeror is responsive and responsible, and it is recommended that award is made to Palmetto Posting, Inc.

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

There are no legal concerns regarding this matter.

#### REGULATORY COMPLIANCE:

This posting contract is necessary to post properties as required by the South Carolina Code of Laws 12-51. If this contract is not approved, the County will not have the capacity to perform these posting duties before a property could be sold at tax sale.

#### MOTION OF ORIGIN:

There is no Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

Richland County utilizes the delinquent tax notice posting vendor to post property on which delinquent ad valorem property taxes are due as required by state law. County Council is requested to approve an expenditure of \$22.50 per property posting. The total charges for postings of Richland County properties are estimated in an expenditure of funds over \$100,000.

The process for property posting is outlined by state statute. Palmetto Posting uses new and enhanced technology that expedites their abilities to meet our requested deliverables while adhering to state requirements. Staff can see posting details in real time as they happen. The process serves as a way to collect annual outstanding ad valorem taxes to meet the County's approved budget.

This is a unique service offered only by this particular vendor in South Carolina. The Treasurer's office would not be able to complete the postings without hiring additional staff and purchasing additional equipment. Posting starts annually in August to meet the November annual tax sale.

As a reminder, the "Taxes at Tax Sale" budget is a revenue generated account. This service contract would not decrease and/or increase the County's operating budget.

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

**Goal:** Foster Good Governance

**Objective:** Commit to Fiscal Responsibility



**Agenda Briefing Addendum**

<b>Prepared by:</b>	Callison Richardson	<b>Title:</b>	Division Manager
<b>Department:</b>	Grants and Community Outreach	<b>Division:</b>	Community Development
<b>Date Prepared:</b>	July 9, 2024	<b>Meeting Date:</b>	July 16, 2024
<b>Approved for Consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Committee/Meeting:</b>	Regular Session		
<b>Agenda Item:</b>	Grants & Community Development - 2024 Annual Action Plan		

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Community Development staff request Council approval for two changes to the draft 2024 Annual Action Plan following the 30-Day Public Comment Period ending July 15, 2024 in addition to the approval of the final draft to the 2024 Annual Action Plan. Changes are as follows:

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

The final approved plan will be submitted to the U.S. Department of Housing and Urban Development by August 15, 2024.

**ATTACHMENTS:**

1. PY24 Proposed Budgets for CDBG, HOME, and ESG Awards (updated July 09, 2024)
2. Draft 2024 Annual Action Plan

**Program Year 2024 CDBG, HOME & ESG Budgets for Richland County, SC**

<b>CDBG Funds</b>	\$ 1,718,460.00
<b>HOME Funds</b>	\$ 788,164.00
<b>ESG Funds</b>	\$ 151,468.00
	<b>\$ 2,658,092.00</b>
<b>1 - CDBG General Administration</b>	\$ 343,692.00
<b>2 - Housing Rehabilitation (Operation One Touch &amp; CDBG Rehab)</b>	\$ 175,000.00
<b>3 - Public Facility Improvements</b>	\$ 205,000.00
<b>4 - Public Services</b>	\$ 257,769.00
<b>5 - Transitional Housing Rehabilitation</b>	\$ 312,380.00
<b>6 - Affordable Rental Housing Development</b>	\$ 424,619.00
	<b>\$ 1,718,460.00</b>
<b>7 - HOME General Administration</b>	\$ 78,816.00
<b>8 - CHDO Set-Aside</b>	\$ 118,225.00
<b>9 - Development of Affordable Housing</b>	\$ 591,123.00
<b>10 - Down Payment Assistance</b>	\$ -
	<b>\$ 788,164.00</b>
<b>11 - ESG Administration</b>	\$ 11,360.00
<b>12 - Rapid Re-Housing/Homeless Prevention/HMIS</b>	\$ 91,070.00
<b>13 - Street Outreach/Emergency Shelter</b>	\$ 49,038.00
	<b>\$ 151,468.00</b>

**1 - CDBG General Administration:** Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the preparation of the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER) and Fair Housing activities.

**2 - Housing Rehabilitation:** Funds will support two signature housing rehabilitation programs, Operation One Touch (OOT) and CDBG Rehab, along with Activity Delivery Costs (i.e. inspections, construction estimation, environmental reviews, oversight and compliance). *Available funds from prior years funds will also be used to support these programs.*

1) Operation One Touch (OOT) - OOT is the county's emergency housing rehab program which provides a 0% interest forgivable loan to assist with urgent minor home repair needs for income eligible homeowners in unincorporated Richland County for installation of roofs, soffit, gutters, electrical upgrades, plumbing, etc.

2) CDBG Rehab - CDBG Rehab is the County's Owner-Occupied Housing Rehab program that partners with qualified non-profit organizations to provide minor home repairs to eligible homeowners in unincorporated Richland County.

**3 - Public Facility Improvements:** Funds will assist **Vital Connections of the Midlands**, a non-profit childcare provider serving LMI households to 1) Acquire the Tender Years Childcare property in Hopkins, SC where the organization has served for 20 years, and 2) provide rehabilitation to both the Tender Years and Arthurtown Childcare Centers including resurfaced parking lots and outdoor play space upgrades. Activity Delivery Costs are included in the allocation.

**4 - Public Services:**

**Boys and Girls Club of the Midlands** will receive \$90,000 to expand availability of no-cost, high quality afterschool care and summer care services to LMI families residing in unincorporated Richland County through scholarships for eligible families.

**FoodshareSC** will receive \$39,468 to continue the Neighborshare Program providing fresh food boxes to homebound Seniors and low-income households in unincorporated Richland County.

**Healthy Learners** will receive \$31,500 to continue providing health care services, health screenings (dental, vision, and hearing), and assist families with healthcare expenses through a program for students attending one of 21 identified Title One schools in unincorporated areas of Richland County.

**Mental Illness Recovery Center, Inc. (MIRCI)** will receive \$63,047 to continue to increase access to behavioral healthcare, case management, and supportive services for unstably housed individuals within the unincorporated areas of Richland County.

**Sistercare** will receive \$33,754 to continue outreach, counseling, and support services to Hispanic and Spanish-speaking survivors of domestic violence in unincorporated Richland County.

**5 - Transitional Housing Rehabilitation**

**Homeless No More: \$167,380.00** - Rehabilitation of seventeen (17) Transitional Housing units to include replacement of 17 HVAC units and repair of exterior stucco on all buildings.

**Midlands Housing Alliance (Transitions): \$135,000.00** - Four ADA Bathroom upgrades plus interior and exterior rehab on sixteen (16) transitional housing units for Specialized Program for Veterans, Seniors, and those with an active job moving out of homelessness.

Contingency Funds: \$10,000 for Activity Delivery Costs and unanticipated construction-based costs.

**6 - Affordable Rental Housing Development:** This activity will continue an existing County program to acquire and rehabilitate affordable housing for rental activities. Funds may be used for non-profit developers and in conjunction with the Community Housing Development Organization (CHDO).

**7 - HOME General Administration** - Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the preparation of the Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER).

**8 - CHDO Set-Aside:** HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation.

**9 - Development of Affordable Housing** - HOME funds will be used to assist in the development of affordable housing in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. CDBG funds will be used to pay the program and activity delivery costs associated with implementing the HOME Program.

**10 - Down Payment Assistance:** Funds will be used for a first-time homebuyer program Richland County Homeownership Assistance Program (RCHAP) for county-wide LMI eligible households. No new funds will be allocated in Program Year 2024 to allow for remaining funds from previous years to be utilized

**11 - ESG Administration:** Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the ESG program.

**12 - Rapid Re-Housing/Homeless Prevention/HMIS:** Funds will be used for rapid re-housing, homeless prevention, and HMIS system.

**13 - Street Outreach/Emergency Shelter:** Funds will be used for operating expenses and essential services for shelters.



# RICHLAND COUNTY, SOUTH CAROLINA

2020 Hampton Street  
Columbia, SC 29201

## FY 2024 Annual Action Plan

*For Submission to HUD for the  
Community Development Block Grant, HOME Investment  
Partnership, and Emergency Solutions Grant Programs*

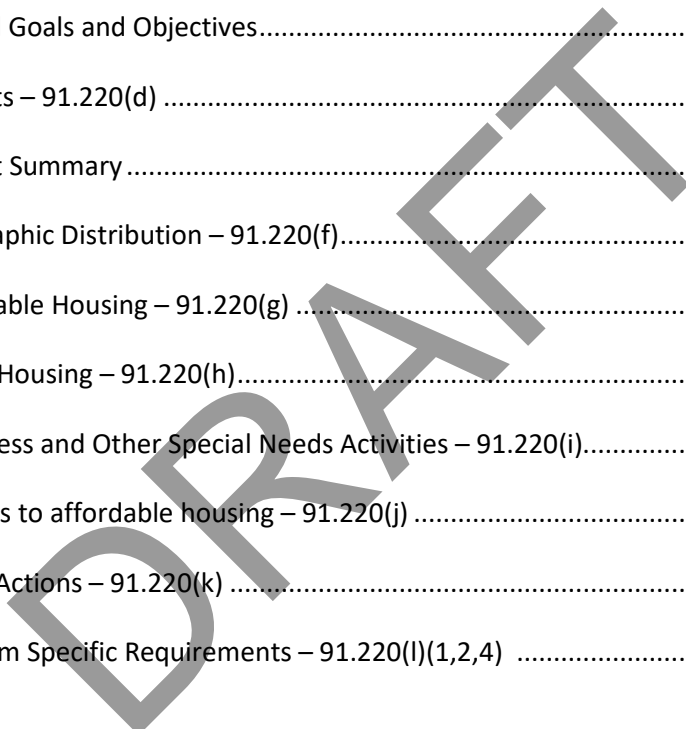
July 16, 2024

Honorable Jesica Mackey  
Chair, County of Richland Council



## Table of Contents

- AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) ..... 2
- PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)..... 22
- AP-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l) ..... 23
- AP-12 Participation - 91.401, 91.105, 91.200(c) ..... 37
- AP-15 Expected Resources – 91.220(c)(1,2) ..... 40
- AP-20 Annual Goals and Objectives..... 50
- AP-35 Projects – 91.220(d) ..... 50
- AP-38 Project Summary ..... 52
- AP-50 Geographic Distribution – 91.220(f)..... 62
- AP-55 Affordable Housing – 91.220(g) ..... 66
- AP-60 Public Housing – 91.220(h)..... 68
- AP-65 Homeless and Other Special Needs Activities – 91.220(i)..... 70
- AP-75 Barriers to affordable housing – 91.220(j) ..... 74
- AP-85 Other Actions – 91.220(k) ..... 76
- AP-90 Program Specific Requirements – 91.220(l)(1,2,4) ..... 84







## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

Established in 1785, Richland County is the county seat of South Carolina and is home to over 425,000 residents. Originally centered around agriculture (Richland County is named after the rich farming land used to support large indigo and cotton crops), Richland County is now the second-most populous county in South Carolina and is home to the military community at Fort Jackson, well-regarded educational institutions, and state-of-the-art hospital systems.

According to the 2018-2022 American Community Survey, 42.4% of the County population is White and 47.2% of the population is Black or African American. The County also has a notable and growing Hispanic or Latino community which makes up 5.6% of the population. 16.1% of the County population is in poverty while the median income of \$59,850 is similar to the Statewide median income of \$87,249. Over half of all County residents live in unincorporated areas.

Richland County became a Federal entitlement program grantee in 2002. As an entitlement grantee, Richland County receives an annual share of federal Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Services Grant (ESG) funds authorized under Title I of the Housing and Community Development Act of 1974, as amended.

**The Richland County Community Development Division of the Grants and Community Outreach Department is responsible for administering CDBG, HOME, and ESG grants for unincorporated areas of the County:**

- Community Development Block Grant (CDBG);
- HOME Investment Partnership (HOME); and
- Emergency Solutions Grant (ESG)

The Annual Action Plan is a guide to how the County will allocate its resources for specific activities that support Richland County's Five-Year Consolidated Goals and Strategies. This is the

third (3<sup>rd</sup>) Annual Action Plan of the FY 2022-2026 Five Year Consolidated Plan. In compliance with HUD regulations, the FY 2024 Annual Action Plan for the period of October 1, 2024 through September 30, 2025. This Annual Action Plan is a strategic plan for the implementation of the County's Federal Programs for housing, community, and economic development.

The FY 2024 Annual Action Plan outlines the actions to be undertaken in Fiscal Year 2024 with the Federal resources received by Richland County. The CDBG Program and activities outlined in this FY 2024 Annual Action Plan will principally benefit low- and moderate-income persons and funding has been targeted to neighborhoods home to the highest percentage of low- and moderate-income residents. The County's previous performance under the CDBG Program was discussed at the First Public Hearings. The Annual Action Plan does not incorporate the Public Housing Comprehensive Grant (Comp Grant) process into the consolidated planning and application process but does require the participation of the public housing authority in the development of the plan.

The FY 2022-2026 Five-Year Consolidated Plan established the County's goals for the next five (5) year period and outlines the specific initiatives the County will undertake to address its needs and objectives by promoting the rehabilitation and construction of decent, safe and sanitary housing, creating a suitable living environment, removing slums and blighting conditions, promoting fair housing, improving public services, expanding economic opportunities, and principally benefitting low- and moderate-income persons.

The Columbia Housing Authority is the designated Housing Authority for Richland County.

**Available Funds:**

During the FY 2024 Program Year, Richland County, SC will receive the following Federal funds:

- CDBG: \$1,718,460.00
- HOME: \$ 788,164.00
- ESG: \$ 151,468.00
- **Total: \$2,658,092.00**

**FY 2024 CDBG, HOME, and ESG Budget:**

Richland County proposes to undertake the following activities with the FY 2024 CDBG Grant, CDBG Program Income, HOME Grant, HOME Program Income, and ESG Program:

**FY 2024 CDBG Budget:**

- **CDBG General Administration (20% cap)**.....\$ 343,692.00
- **Housing Rehabilitation**.....\$ 175,000.00
- **Public Facility Improvements**.....\$ 205,000.00
- **Public Service (15% cap)**.....\$ 257,769.00
  - Boys & Girls Club.....\$ 90,000.00
  - SC Food Share .....\$ 39,468.00
  - Sistercare .....\$ 33,754.00
  - Healthy Learners.....\$ 31,500.00
  - MIRCI .....\$ 63,047.00
- **Transitional Housing Rehabilitation**.....\$ 312,380.00
  - Homeless No More .....\$ 167,380.00
  - Transitions .....\$ 135,000.00
  - Contingency Funds.....\$ 10,000.00
- **Affordable Rental Housing Development**.....\$ 424,619.00
- **Total CDBG** .....**\$1,718,460.00**

**FY 2024 HOME Budget:**

- **HOME General Administration (10% cap)**.....\$ 78,816.00
- **Development of Affordable Housing**.....\$ 591,123.00
- **Housing CHDO Set-Aside (15% Requirement)**.....\$ 118,225.00
- **Total HOME** .....**\$ 788,164.00**

**FY 2024 ESG Budget:**

- **ESG General Administration** .....\$ 11,360.00
- **Rapid Rehousing/Homeless Prevention/HMIS** .....\$ 91,070.00
- **Street Outreach/Emergency Shelter (35%)**.....\$ 49,038.00
- **Total ESG** .....**\$ 151,468.00**

**Maps:**

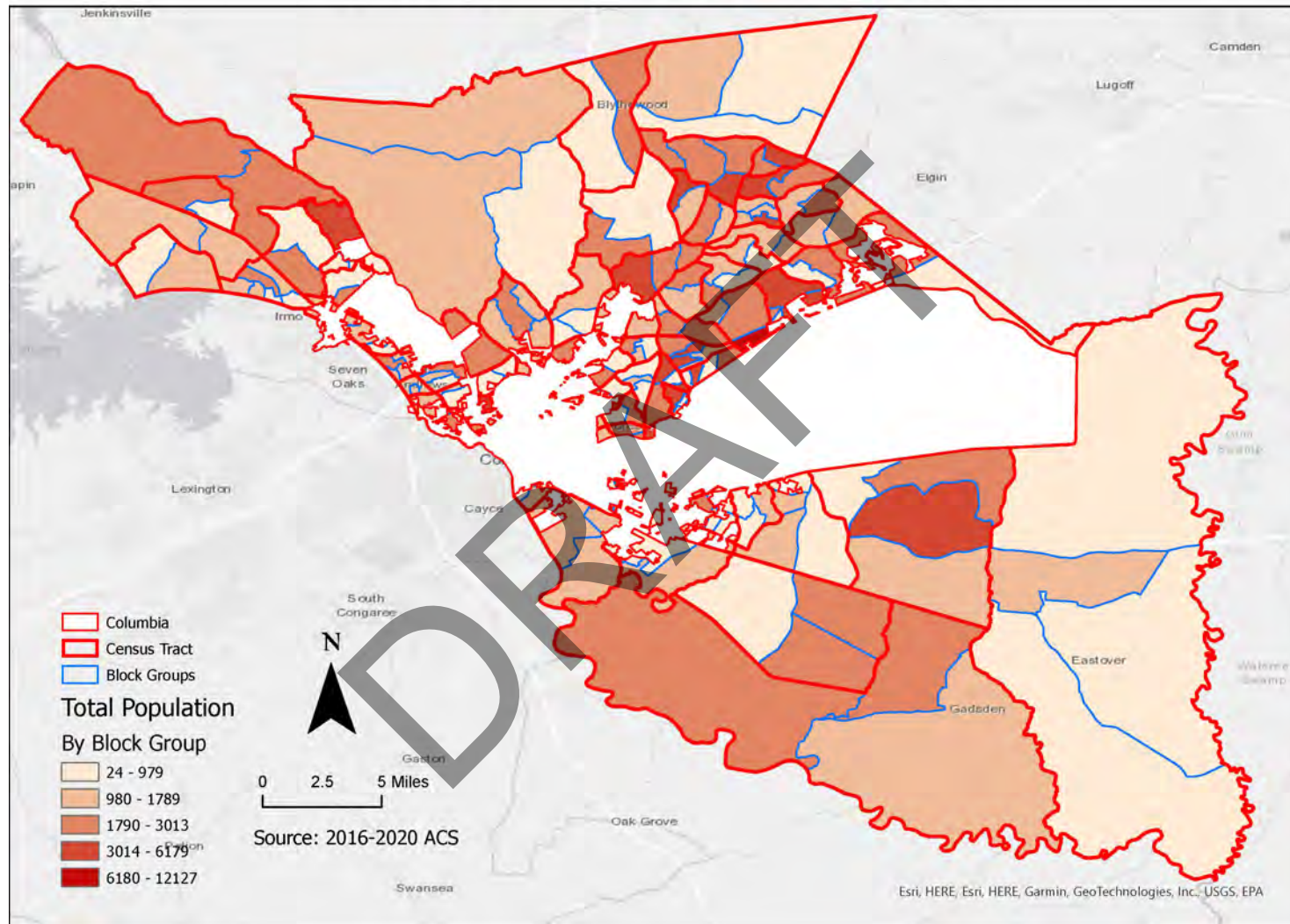
The following maps illustrate the demographic characteristics of Richland County:

- Total Population by Block Group
- Total Population Age 65+ by Block Group
- Percent Population Age 65+ by Block Group
- Percent White Population by Block Group
- Percent Minority Population by Block Group

- Number of Housing Units by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group
- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group

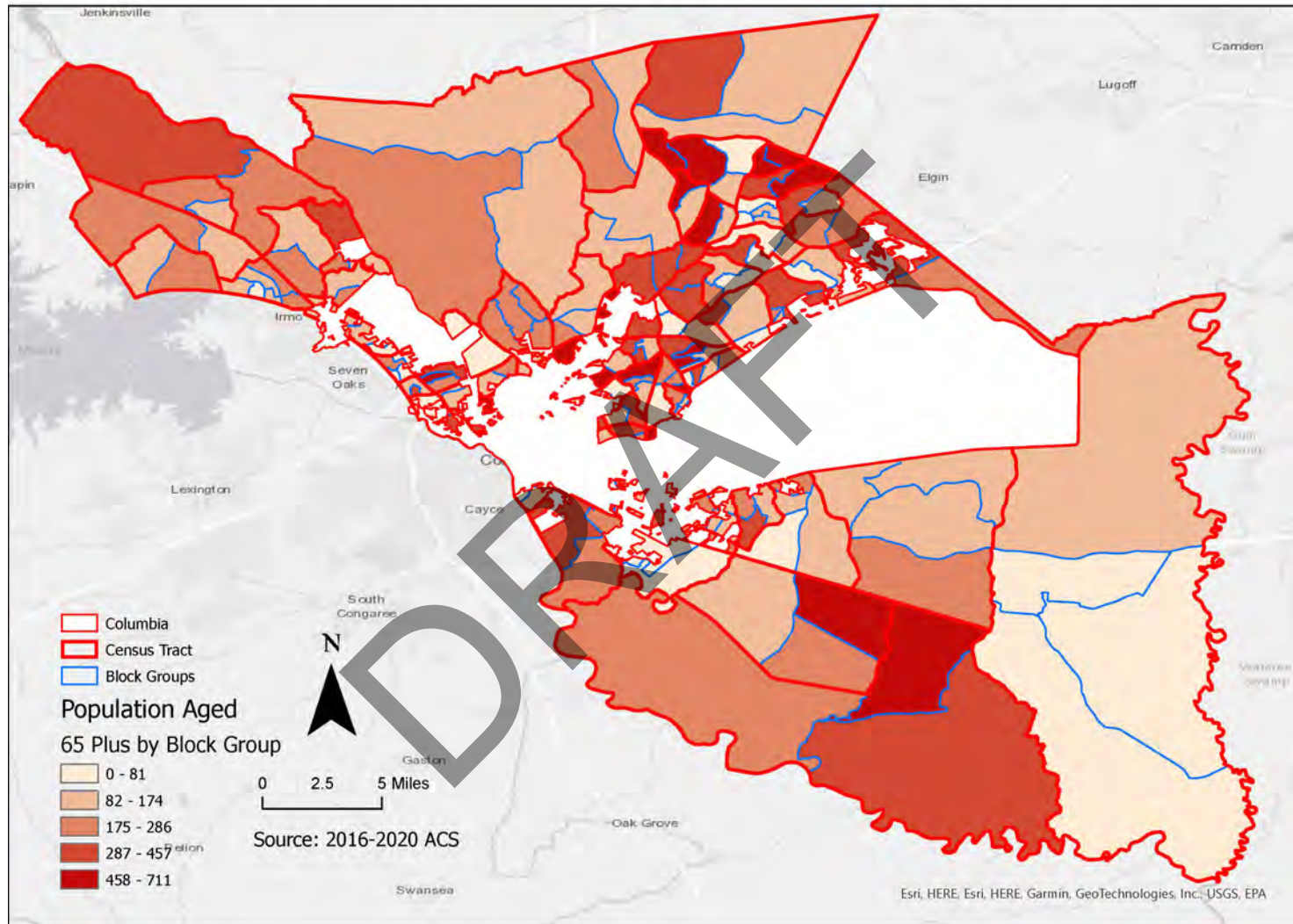
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### Population By Block Group, Richland County, SC



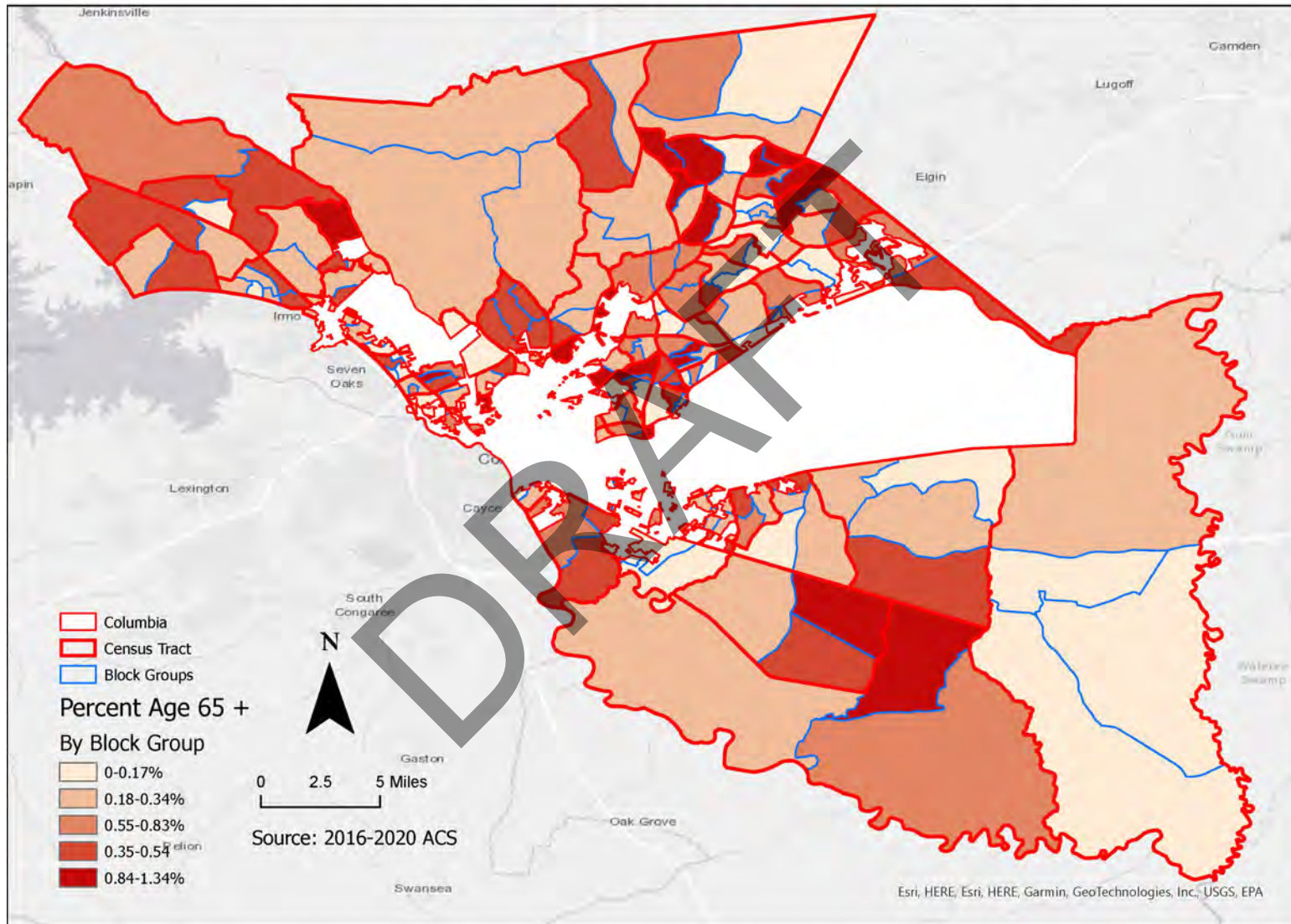
**Total Population by Block Group (Source: 2016-2020 American Community Survey)**

### Population Aged 65 + By Block Group, Richland County, SC



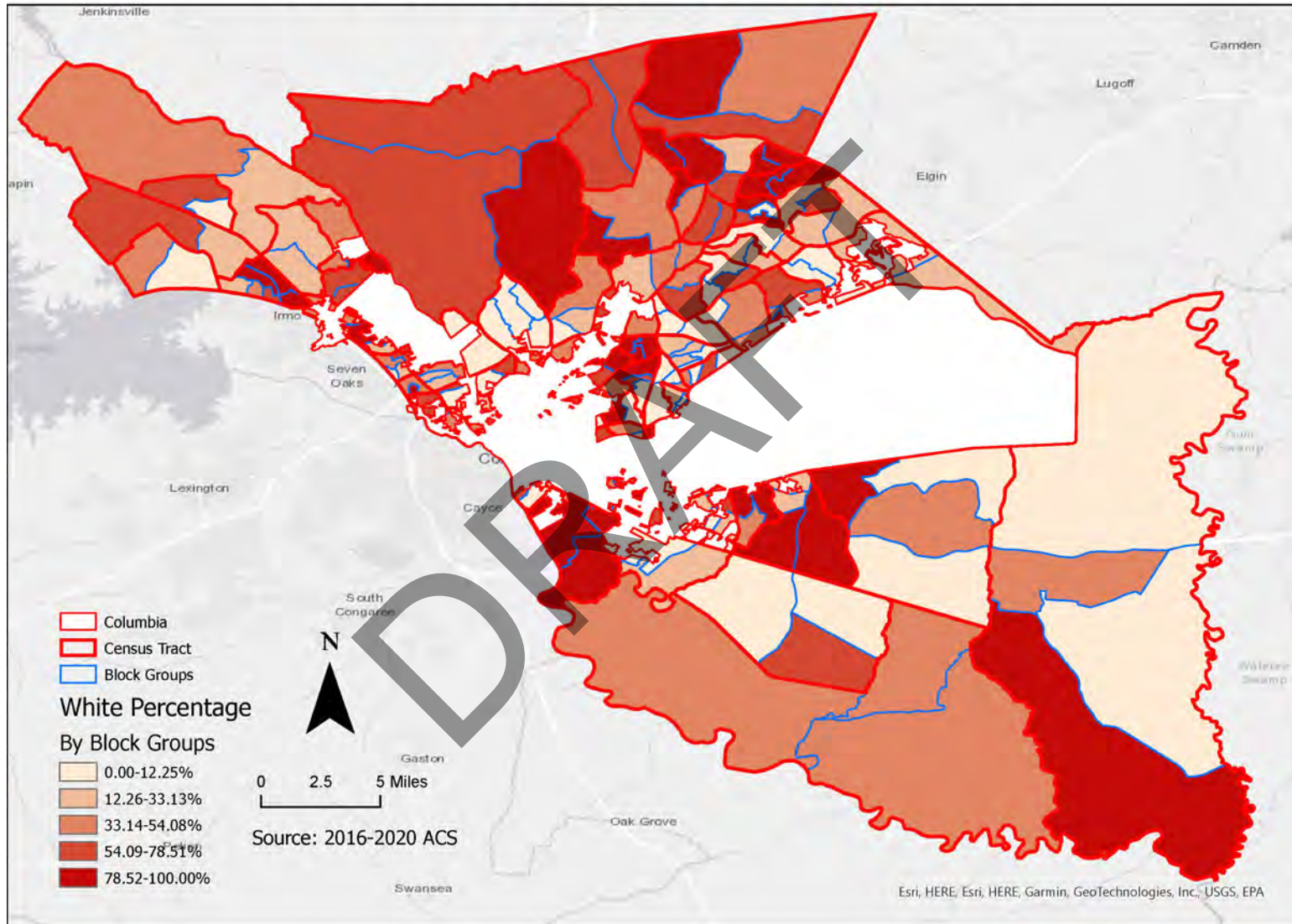
**Total Population Age 65+ by Block Group (Source: 2016-2020 American Community Survey)**

### Percent Aged 65 + By Block Group, Richland County, SC



**Percent Population Age 65+ by Block Group (Source: 2016-2020 American Community Survey)**

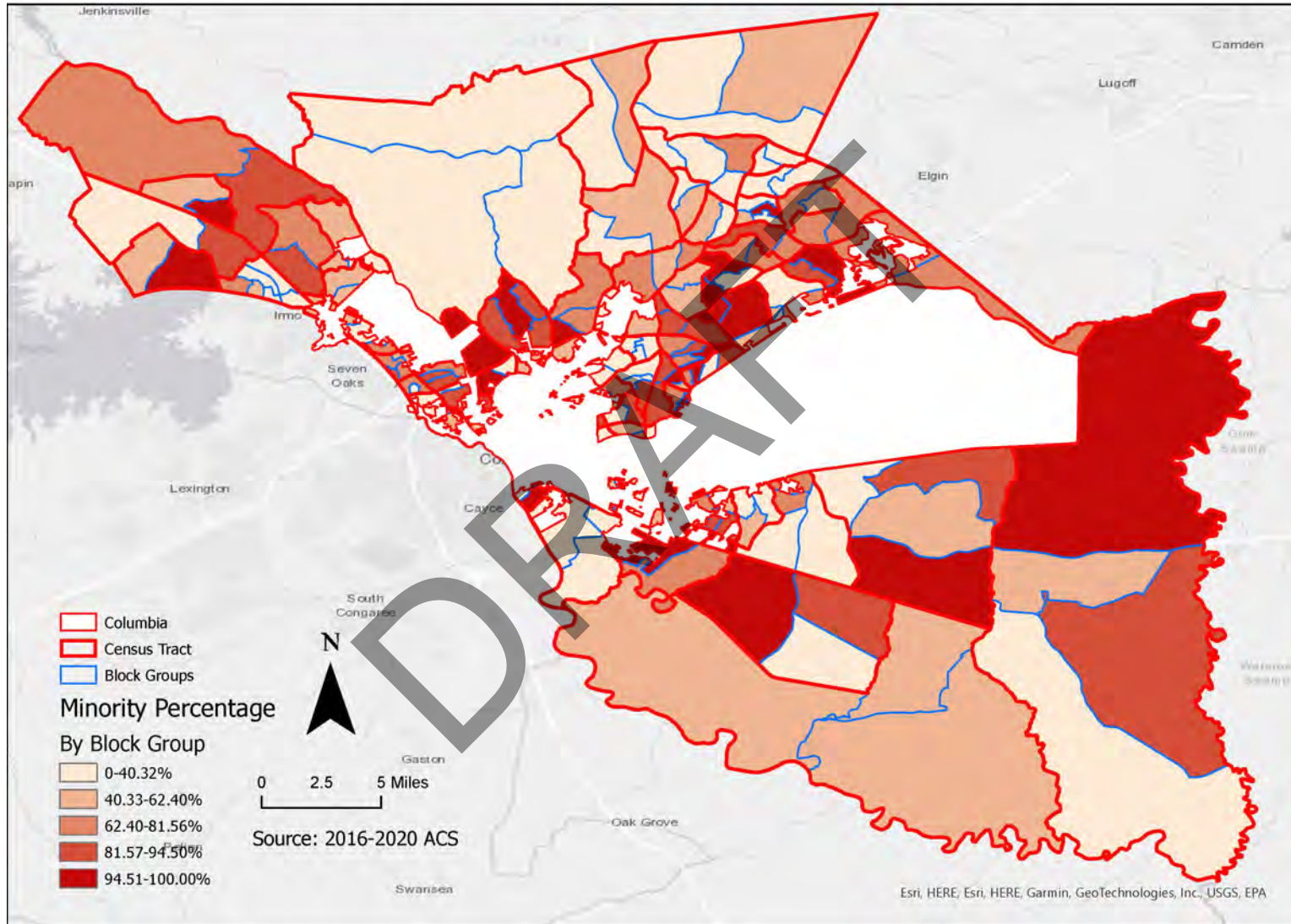
### White Population By Block Group, Richland County, SC



**Percent White Population by Block Group (Source: 2016-2020 American Community Survey)**

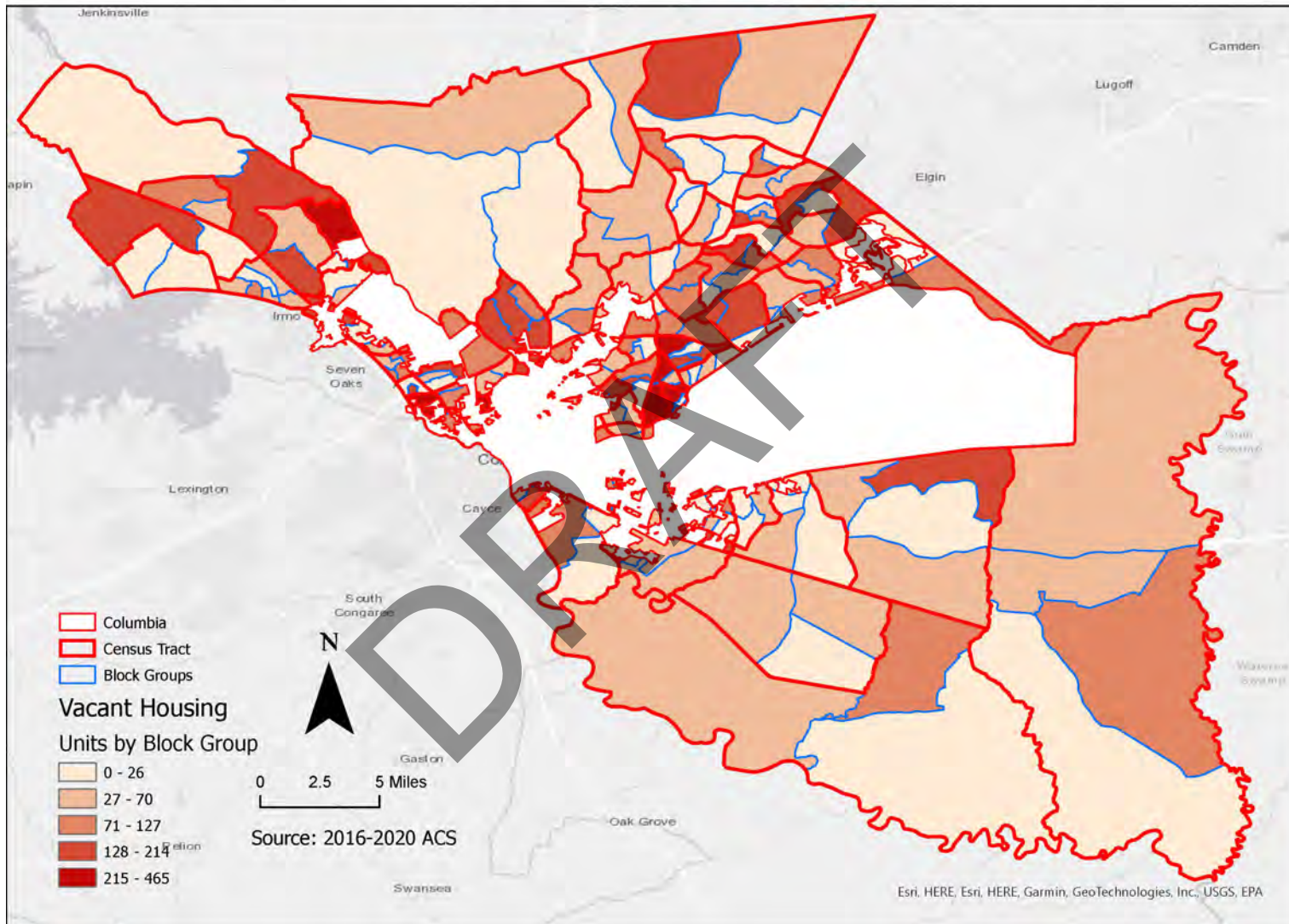


### Minority Population By Block Group, Richland County, SC



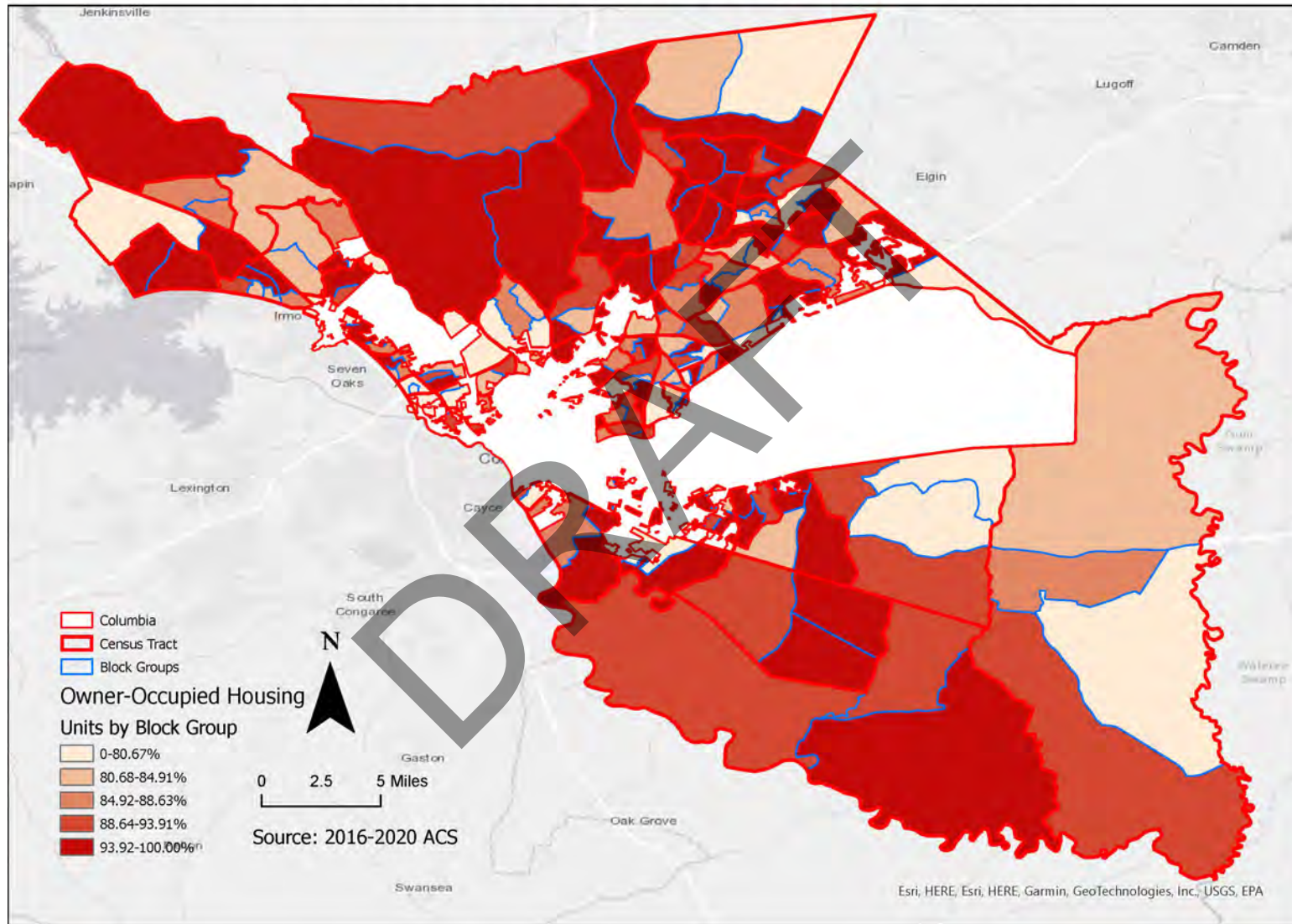
**Percent Minority Population by Block Group (Source: 2016-2020 American Community Survey)**

### Number of Housing Units By Block Group, Richland County, SC



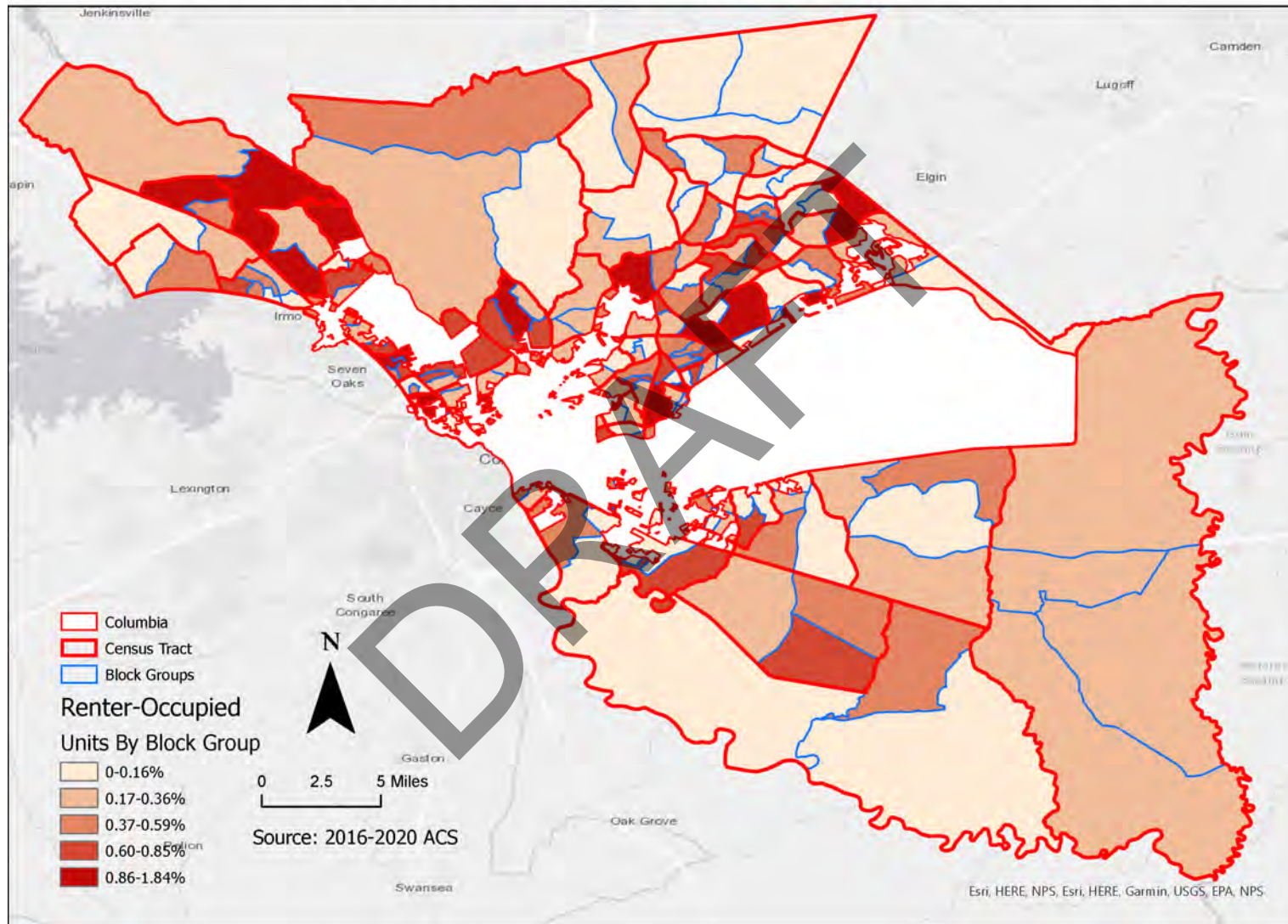
Number of Housing Units by Block Group (Source: 2016-2020 American Community Survey)

### Percent Owner-Occupied By Block Group, Richland County, SC



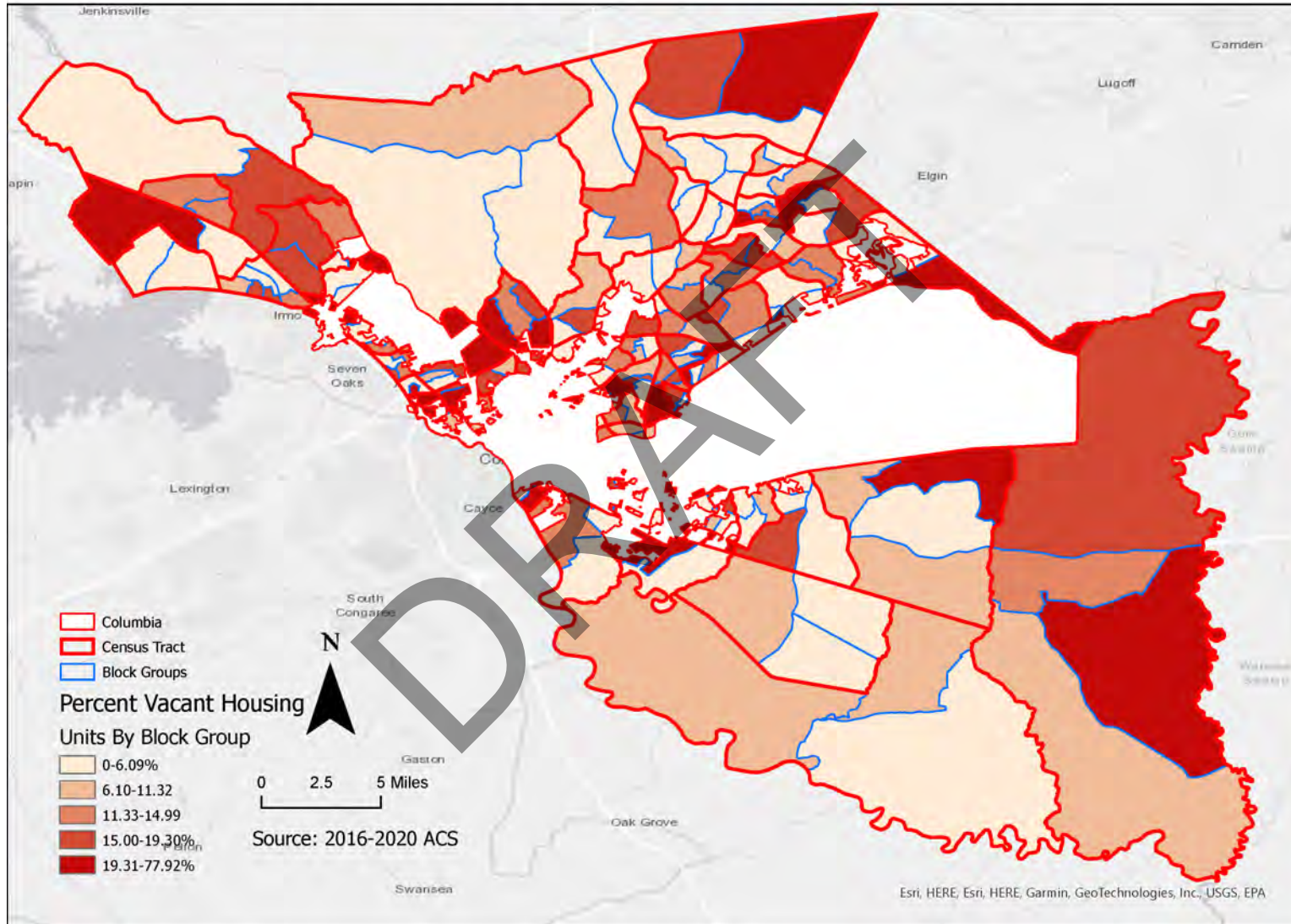
**Percent Owner-Occupied Housing Units by Block Group (Source: 2016-2020 American Community Survey)**

### Renter-Occupied Housing Units By Block Group, Richland County, SC



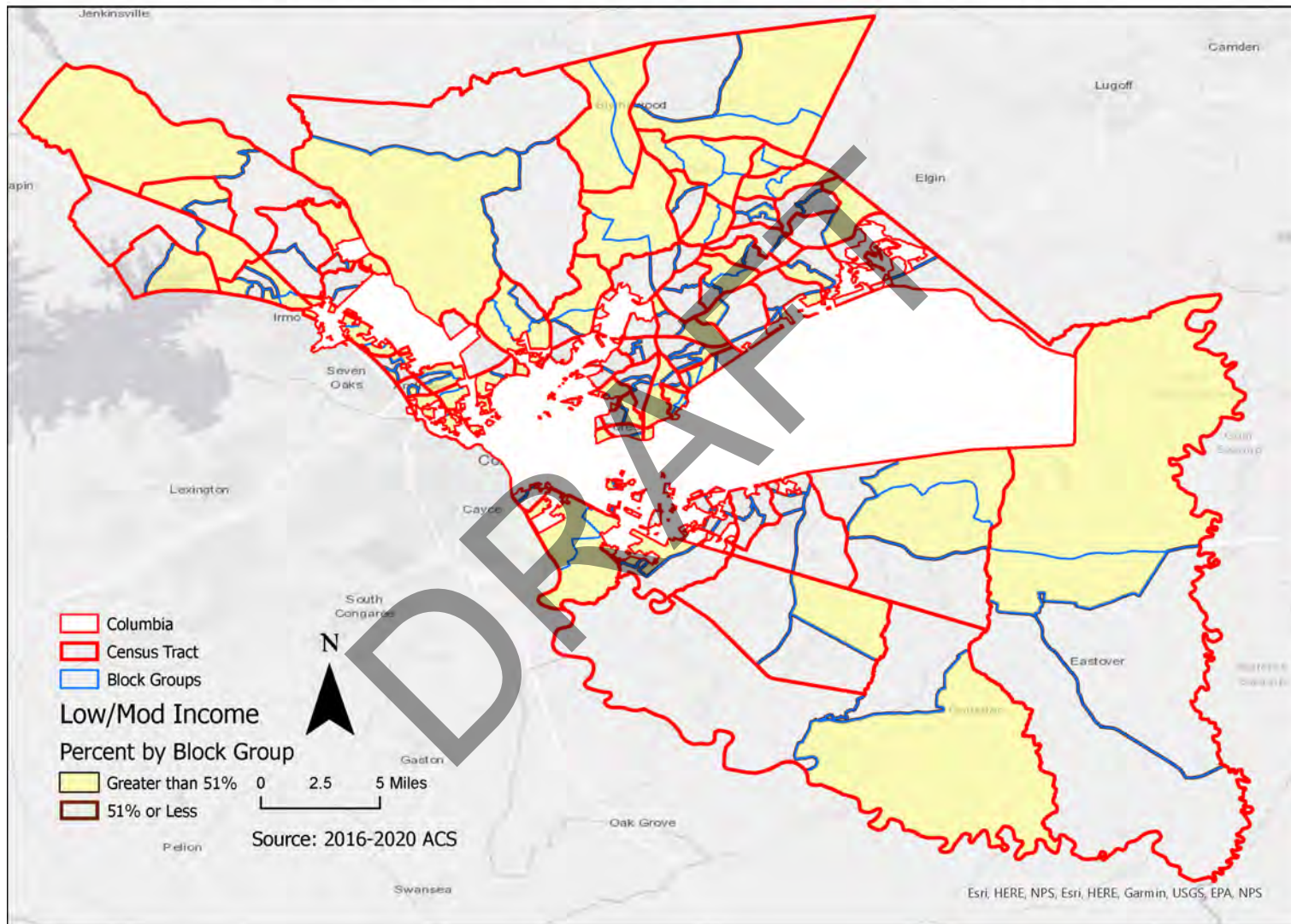
**Percent Renter-Occupied Housing Units by Block Group (Source: 2016-2020 American Community Survey)**

### Percent Vacant Housing Units By Block Group, Richland County, SC



Percent Vacant Housing Units by Block Group (Source: 2016-2020 American Community Survey)

### Low/Moderate Income By Block Group, Richland County, SC



**Low/Moderate Income Percentage by Block Group (Source: 2016-2020 American Community Survey)**

## 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment

### Overview

During the FY 2024 Program Year, Richland County proposed to address the following strategies, priority needs, objectives, and goals that have been identified in its FY 2022-2026 Five Year Consolidated Plan:

#### Housing Strategy - (High Priority)

**Priority Need:** There is a need to increase the supply of affordable housing for homeowners and renters, that is decent, safe and sanitary.

**Objective:** Improve, preserve, and expand the supply of affordable housing for low- and moderate-income persons and families.

#### Goals:

- **HSG-1 Homeownership** - Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
- **HSG-2 Owner-occupied Housing Rehabilitation** - Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
- **HSG-3 Housing Construction/Rehabilitation** - Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
- **HSG-4 Renter-occupied Rehabilitation** - Provide financial assistance to landlords to rehabilitate affordable housing units for that are rented to low- and moderate-income tenants.
- **HSG-5 Fair Housing** - Promote fair housing choice through education, training and outreach to affirmatively furthering fair housing throughout the County.

#### Homeless Strategy - (High Priority)

**Priority Need:** There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.

**Objective:** Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.

#### Goals:

- **HMS-1 Operation/Support** – Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Re-Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements, for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-4 Continuum of Care** - Support the local Continuum of Care's (CoC) efforts to provide emergency shelter and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.

#### **Other Special Needs Strategy - (High Priority)**

**Priority Need:** There is a need to increase housing opportunities, services, and facilities for persons with special needs.

**Objective:** Improve the living conditions and services for those residents with special needs, including the disabled population.

#### **Goals:**

- **SNS-1 Housing** - Increase the supply of affordable housing that is accessible, decent, safe, and sanitary for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, persons recovering from alcohol/drug dependency, and persons with other special needs, through rehabilitation of existing buildings and new construction of housing.
- **SNS-2 Social Services** - Support social service programs and facilities for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, victims of sexual assault, victims of human trafficking, persons recovering from alcohol/drug dependency, persons recently leaving incarceration, and persons with other special needs.
- **SNS-3 Accessibility** - Improve the accessibility of owner-occupied housing through rehabilitation and support/improve renter occupied housing by making reasonable accommodations for the physically disabled by removing architectural barriers.

#### **Community Development Strategy - (High Priority)**

**Priority Need:** There is a continuing need to upgrade and improve community facilities, infrastructure, public services and revitalize socially and economically distressed neighborhoods in the County.

**Objective:** Improve the community facilities, infrastructure, public services, public safety, and transportation, along with the elimination of blighting influences in the County.



**Goals:**

- **CDS-1 Community Facilities** - Improve parks, recreational facilities, neighborhood facilities, trails and libraries including accessibility improvements to public buildings and all community facilities in the County.
- **CDS-2 Infrastructure** - Improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges; curbs; share the road and segmented multiuse pathways; storm water management; water system improvements; sanitary sewer system; lighting enhancements; broadband infrastructure; handicap accessibility improvements and removal of architectural barriers.
- **CDS-3 Accessibility Improvements** - Improve the physical and visual accessibility of community facilities, infrastructure, and public buildings.
- **CDS-4 Food Programs** - Provide assistance for food and nutritional programs to address the needs of unemployed, underemployed, and homeless.
- **CDS-5 Public Services** - Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
- **CDS-6 Public Safety** - Improve public safety facilities for fire protection, purchase of new fire equipment, crime prevention, and ability to respond to emergency health and safety situations.
- **CDS-7 Clearance/Demolition** – Remove and eliminate slum and blighting conditions through the demolition of vacant, abandoned and dilapidated structures on a spot basis and/or area-wide basis.
- **CDS-8 Revitalization** - Promote neighborhood revitalization in strategic areas of the County through acquisition, demolition, rehabilitation, code enforcement, infrastructure improvements, new housing construction, public and community facilities improvements, etc.

**Economic Development Strategy - (High Priority)**

**Priority Need:** There is a need to increase opportunities for economic advancement and self-sufficiency, as well as educational (social/life skills) training and empowerment for all residents of the County.

**Objective:** Improve and expand employment opportunities in the County for low- and moderate-income persons and families.

**Goals:**

- **EDS-1 Employment** - Support and encourage new job creation, job retention, workforce development, employment, and job training services for the unemployed and underemployed persons, as well as entrepreneurship and small business development.

- **EDS-2 Financial Incentives/Assistance** - Support and encourage new economic development through local, state, and Federal tax incentives and programs such as Tax Incremental Financing (TIF), real property tax rebate program, Community Development Block Grant and HOME Partnership Program Funds, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, Opportunity Zones, New Market Tax Credits, including technical assistance programs and low interest loans, etc.
- **EDS-3 Redevelopment Programs** - Plan and promote the development, redevelopment, and revitalization of economically distressed areas of the County, including vacant and underutilized commercial and industrial sites including underutilized brownfield sites.

#### **Administration, Planning, and Management Strategy - (High Priority)**

**Priority Need:** There is a need for planning, administration, management, and oversight of Federal, State, and local funded programs to address the housing and community and economic development needs.

**Objective:** Provide sound and professional planning, administration, oversight and management of Federal, State, and local funded programs and activities.

**Goals:**

- **AMS-1 Overall Coordination** - Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews (ERR) and Section 106 clearances (SHPO), fair housing, and compliance with all Federal, State, and local laws and regulations.
- **AMS-2 Special Studies/Management** - Promote new development by providing funds to assist with the preparation of special studies, plans, and management activities related to these activities.
- **AMS-3 Fair Housing** - Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

### **3. Evaluation of past performance**

Each year the County prepares its Consolidated Annual Performance and Evaluation Report (CAPER). This report is submitted within ninety (90) days after the start of the new program year. Copies of the CAPER are available for review at the Richland County Office of Community Development website:

<https://www.richlandcountysc.gov/Government/Departments/Community-Development>.

The FY 2022 CAPER, which was the first CAPER for the FY 2022-2026 Five-Year Consolidated Plan, was submitted in IDIS and approved by HUD. In the FY 2022 CAPER, Richland County expended 100% of its CDBG funds to benefit low- and moderate-income persons. The County expended 15% of its funds during the FY 2022 CAPER period on public service, which is at the statutory maximum of 15%. The County expended 20% of its funds during this CAPER period on Planning and Administration, which is at the statutory maximum of 20%. The County was over its required 1.5 maximum drawdown ratio with a drawdown ratio of 2.29.

Richland County met its HOME Match requirements for the FY 2022 Program. Richland County has an excess of matching funds in the amount of \$114,786 for the HOME Program.

#### **4. Summary of citizen participation process and consultation process**

Richland County has followed its Citizen Participation Plan in the planning and preparation of the FY 2024 Annual Action Plan. The County held one (1) Needs Public Hearing on:

- **Thursday, March 7, 2024 at 6:00 PM** – Council Chambers, 2020 Hampton Street, Columbia, South Carolina 29201

The Needs Public Hearing provided the residents, agencies, and organizations with the opportunity to discuss the County's CDBG, HOME, and ESG Programs and to provide suggestions for future CDBG, HOME, ESG Programs priorities and activities. Richland County advertised in one (1) local newspaper, flyers, and on social media. The ad appeared in "The State" on Tuesday, February 27, 2024.

The "Draft" Annual Action Plan was on display for a 30-day period beginning Friday, June 14, 2024. The availability for review of the "draft plan" was advertised in the local newspaper and on social media and the plan was placed on display at Richland County's website: <https://www.richlandcountysc.gov> and hard copies of the plan were available for review at 2020 Hampton Street, Suite 3058, Columbia, South Carolina.

#### **5. Summary of public comments**

The County held the Needs Public Hearing in the Council Chambers on Thursday, March 7, 2024 at 6:00 PM.

The FY 2024 Annual Action Plan was placed on public display and a Public Hearing was held on Thursday, June 27, 2024. Comments that were received at the Public Hearings are included in the attachment section.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and suggestions received to date, have been accepted and incorporated into the planning documents.

## 7. Summary

During the FY 2024 Program Year, Richland County, South Carolina anticipates the following Federal Financial resources:

- **FY 2024 CDBG Allocation:** \$ 1,718,460.00
- **FY 2024 HOME Allocation:** \$ 788,164.00
- **FY 2024 ESG Allocation:** \$ 151,468.00
- **Total Funds:** **\$ 2,658,092.00**

The main goals of the Five-Year Consolidated Plan and the Annual Action Plans are to improve the living conditions of all residents in Richland County, create a suitable and sustainable living environment, and to address the housing and community development needs of the residents.

During the FY 2024 CDBG, HOME, and ESG Program Year, the County propose to address the following strategies from its Five-Year Consolidated Plan:

- Housing;
- Homelessness;
- Other Special Needs;
- Community Development; and
- Administration, Planning, and Management

The “draft” FY 2024 Annual Action Plan was on public display beginning Friday, June 14, 2024 through Monday, July 15, 2024, at the Richland County website at: <https://www.richlandcountysc.gov> and hard copies of the plan were available for review at 2020 Hampton Street, Suite 3058, Columbia, South Carolina.

The display period started on Friday, June 14, 2024, and ended on Monday, July 15, 2024, for a 30-day display period. A second public hearing was held on Thursday, June 27, 2024 to discuss the proposed activities and solicit citizen comments on the Plan. Upon completion of the comment period, Richland County submitted the FY 2024 Annual Action Plan to the U.S. Department of Housing and Urban Development through IDIS on or before Thursday, August 15, 2024.

## The Process

### PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

*The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.*

Agency Role	Name	Department/Agency
CDBG Administrator	Richland County	Grants & Community Outreach
HOME Administrator	Richland County	Grants & Community Outreach
ESG Administrator	Richland County	Grants & Community Outreach

**Table 1 – Responsible Agencies**

### Narrative

The administering lead agency and administrator is the County’s Department of Grants & Community Outreach for the CDBG, HOME, and ESG programs. The Department is responsible for preparing the Five-Year Consolidated Plan, Annual Action Plans, Environmental Review Records (ERR’s), the Consolidated Annual Performance Evaluation Reports (CAPER), project monitoring, pay requests, contracting, and oversight of the programs on a day-to-day basis. In addition, Richland County has a private planning consulting firm available to assist the County when needed.

### Consolidated Plan Public Contact Information

Ms. Sarah Harris, MOL  
 Director, Grants & Community Outreach  
 Grants Department  
 Richland County Government  
 2020 Hampton St.  
 Columbia, SC 29204  
[harris.sarah@richlandcountysc.gov](mailto:harris.sarah@richlandcountysc.gov)

**AP-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)**

**1. Introduction**

While preparing the FY 2024 Annual Action Plan, Richland County consultation with the Columbia Housing Authority, local housing providers, social service agencies, community and economic development organizations, the local Continuum of Care members, local leaders of faith-based organizations, local business representatives, and County department representatives. Input from the meetings and public hearings were used to develop the FY 2024 Annual Action Plan.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).**

Richland County works with the following agencies to enhance coordination:

- **Columbia Housing Authority** - Section 8 Housing Choice Vouchers and improvements to public housing communities
- **Midlands Area Consortium for the Homeless (MACH)** - Continuum of Care to coordinate services for the homeless
- **Social Services Agencies** - funds to improve services to low- and moderate-income persons.
- **Housing Providers** - funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.
- As part of the CDBG, HOME and ESG application process, local agencies / organizations are invited to submit proposals for CDBG, HOME, and ESG Funds for eligible activities. These groups participate in the planning process by attending the public hearings, stakeholder consultations, and submission of funding applications.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The Midlands Area Consortium for the Homeless (MACH) was awarded \$4,750,787 for its Tier 1 FY 2023 Continuum of Care Application. The following is a breakdown of the Tier 1 awards:

- **Housing Development Corporation of Rock Hill RRH Renewal ..... \$ 35,856.00**

- **Mental Illness Recovery Center, Inc.:**
  - Home Base I and II 2023 ..... \$ 727,237.00
  - Home Base III and IV 2023 Renewal ..... \$ 342,884.00
  - Housing First for Unaccompanied Youth 2023 ..... \$ 73,254.00
  - MIRCI Housing First 2023 ..... \$ 345,134.00
  - MIRCI PH for Chronic Homeless 2023 ..... \$ 194,069.00
  - MIRCI SHP 2023 ..... \$ 311,886.00
- **Midlands Housing Alliance, Inc. RRH Renewal PY24-25** ..... \$ 97,363.00
- **One-Eighty Place Rapid Re-Housing MACH 23** ..... \$ 254,984.00
- **Palmetto Place Children’s Emergency Shelter Unaccompanied Youth JT PH/RRH Project 2023** ..... \$ 95,712.00
- **Safe Passage, Inc. Rapid Rehousing Program**..... \$ 298,636.00
- **Sistercare, Inc.:**
  - **Permanent Housing and Supportive Services for Disabled Domestic Violence Victims**..... \$ 361,423.00
  - **Sistercare Rapid Rehousing Program**..... \$ 338,033.00
- **The Housing Authority of the City of Columbia, SC**
  - **FY 2023 CHASC Disable Grant**..... \$ 349,393.00
  - **FY 2023 CHASC Expansion Grant**..... \$ 159,264.00
  - **FY 2023 CHASC Expansion Plus Grant**..... \$ 68,155.00
  - **FY 2023 CHASC PSH Chronic Grant**..... \$ 263,443.00
- **United Way of the Midlands:**
  - **HMIS Renewal SC-502 FY 2023**..... \$ 118,133.00
  - **SC-502 CoC Planning Application FY 2023** ..... \$ 315,928.00
- **Total:**.....\$ **4,750,787.00**

Richland County is a partner in the Midlands Area Consortium for the Homeless and provides a number of programs and services meant to serve and house the homeless and at-risk population in the County using CDBG, HOME, and ESG funding.

Through MACH, Richland County coordinates with over fifty local public, private, non-profit and faith-based partner organizations to address the varied needs of the County’s homeless and at-risk population, including youth, families, veterans, and those with mental health issues.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

Richland County, in 2024 will receive a Emergency Solutions Grant (ESG) allocation. Richland County has transferred the administrative role of HMIS grants to the United Way of the

Midlands. The County worked with the United Way of the Midlands to form a Midlands Housing Trust Fund (MHTF) program to assist with maintaining the affordability of housing for low- to moderate-income citizens by use of general County discretionary funds. Through these efforts, Richland County assists the MHTF to close the gap on affordable housing and other needs to end chronic homelessness in the Midlands. These efforts also provide gap financing and incentives to nonprofits and developers to create affordable housing for low- and moderate-income populations.

- 2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

DRAFT



**Table 2 – Agencies, groups, organizations who participated**

1.	Agency/Group/Organization	Midlands Area Consortium for the Homeless (MACH)
	Agency/Group/Organization Type	Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
2.	Agency/Group/Organization	Richland County Council
	Agency/Group/Organization Type	Civic Leaders Other Government- County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	One member of the County Council was consulted for their input on the needs and goals for Richland County.
3.	Agency/Group/Organization	Columbia Housing Authority
	Agency/Group/Organization Type	Public Housing Agency (PHA) Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
4.	Agency/Group/Organization	Town of Irmo, SC
	Agency/Group/Organization Type	Civic Leaders Other Government - Local

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>5.</b>	<b>Agency/Group/Organization</b>	<b>Town of Blythewood, SC</b>
	<b>Agency/Group/Organization Type</b>	Civic Leaders Other Government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>6.</b>	<b>Agency/Group/Organization</b>	<b>CASA</b>
	<b>Agency/Group/Organization Type</b>	Services - Children
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for the Richland County.
<b>7.</b>	<b>Agency/Group/Organization</b>	<b>Richland County Emergency Services Department</b>
	<b>Agency/Group/Organization Type</b>	Other Government- County Agency- Emergency Management
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
8.	<b>Agency/Group/Organization</b>	<b>Richland County Utilities Department</b>
	<b>Agency/Group/Organization Type</b>	Other Government- County Agency - Management of Public Land or Water Resources
	<b>What section of the Plan was addressed by Consultation?</b>	Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
9.	<b>Agency/Group/Organization</b>	<b>Mental Illness Recovery Center, Inc. (MIRCI)</b>
	<b>Agency/Group/Organization Type</b>	Services - Housing Services - Children Services-Persons with Disabilities Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homelessness Needs- Unaccompanied Youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.

10.	<b>Agency/Group/Organization</b>	<b>Catholic Charities</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services - Children Services - Elderly Persons Services - Persons with Disabilities Services - Persons with HIV/AIDS Services - Victims of Domestic Violence Services - Homeless Services - Health Services - Employment Services - Victims Regional Organization Planning Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
11.	<b>Agency/Group/Organization</b>	<b>Homeless No More</b>
	<b>Agency/Group/Organization Type</b>	Housing Services- Homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County. Homeless No More applied for and was granted FY 2024 CDBG funding.

<b>12.</b>	<b>Agency/Group/Organization</b>	<b>Live Oak Place</b>
	<b>Agency/Group/Organization Type</b>	Housing Services- Homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>13.</b>	<b>Agency/Group/Organization</b>	<b>Family Promise of the Midlands</b>
	<b>Agency/Group/Organization Type</b>	Housing Services- Homeless Services - Children Services- Education
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>14.</b>	<b>Agency/Group/Organization</b>	<b>Santee Lynch Affordable Housing</b>
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.

15.	<b>Agency/Group/Organization</b>	<b>Sisters of Charity Foundation</b>
	<b>Agency/Group/Organization Type</b>	Services - Children Services - Elderly Persons Services - Persons with Disabilities Services - Persons with HIV/AIDS Services - Victims of Domestic Violence Services - Homeless Services - Health Services - Education Services - Victims Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
16.	<b>Agency/Group/Organization</b>	<b>Cooperative Ministries</b>
	<b>Agency/Group/Organization Type</b>	Services - Health Services - Education Services - Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
17.	<b>Agency/Group/Organization</b>	<b>Harvest Hope Food Bank</b>
	<b>Agency/Group/Organization Type</b>	Services - Children Services - Elderly Persons Services - Health Services - Education Regional Organization

	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Families with Children Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>18.</b>	<b>Agency/Group/Organization</b>	<b>Foodshare SC</b>
	<b>Agency/Group/Organization Type</b>	Services - Children Services - Elderly Persons Services - Health Services - Education Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County. Foodshare SC applied for and was granted FY 2024 CDBG funding.
<b>19.</b>	<b>Agency/Group/Organization</b>	<b>Home Works</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services - Elderly Persons Services - Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>20.</b>	<b>Agency/Group/Organization</b>	<b>Central SC Habitat for Humanity</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services - Education Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
21.	Agency/Group/Organization	Reconciliation Ministries
	Agency/Group/Organization Type	Services - Housing Services - Health Other: Religious Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
22.	Agency/Group/Organization	Pathways to Healing
	Agency/Group/Organization Type	Services - Victims of Domestic Violence Services - Education Services - Victims Health Agency Regional Organization Other: Services - Victims of Sexual Assault Other: Services - Legal
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
23.	Agency/Group/Organization	Vital Connections of the Midlands
	Agency/Group/Organization Type	Services-Children Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs-Families with children Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County. Vital Connections applied for and was granted FY 2024 CDBG funding.
	Agency/Group/Organization	Boys and Girls Club of the Midlands



	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs-Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County. The Boys and Girls Club applied for and was granted FY 2024 CDBG funding.
	<b>Agency/Group/Organization</b>	<b>Epworth Children’s Home</b>
	<b>Agency/Group/Organization Type</b>	Services-Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Homeless Services-Victims Health Agency Child Welfare Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Needs-Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County. Epworth Children’s Home applied for but was not allocated a grant for FY 2024 CDBG funds.
	<b>Agency/Group/Organization</b>	<b>Sistercare</b>
	<b>Agency/Group/Organization Type</b>	Services-Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Health Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs-Families with children Homelessness Strategy Non-Homeless Special Needs Community Development Strategy

<p><b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>Was consulted for their input on the needs and goals for Richland County. Sistercare applied for and was granted FY 2024 CDBG funding.</p>
<p><b>Agency/Group/Organization</b></p>	<p><b>Transitions Homeless Center (div of Midlands Housing Alliance)</b></p>
<p><b>Agency/Group/Organization Type</b></p>	<p>Services-Housing Services-Children Services-Elderly Persons Services-Homeless</p>
<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Housing Need Assessment Homeless Needs-Chronically homeless Homeless Needs-Families with children Homelessness Needs-Veterans Homelessness Needs-Unaccompanied youth Homelessness Strategy</p>
<p><b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>Was consulted for their input on the needs and goals for Richland County. Transitions Homeless Center applied for and was granted FY 2024 CDBG funding.</p>
<p><b>Agency/Group/Organization</b></p>	<p><b>Central Midlands Council of Governments</b></p>
<p><b>Agency/Group/Organization Type</b></p>	<p>Planning Organization Regional Organization Agency - Managing Flood Prone Areas Agency - Emergency Management Civic Leaders</p>
<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Market Analysis</p>
<p><b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>Was consulted for their input on the needs and goals for Richland County.</p>
<p><b>Agency/Group/Organization</b></p>	<p><b>AT&amp;T</b></p>
<p><b>Agency/Group/Organization Type</b></p>	<p>Services - Broadband Internet Service Providers</p>
<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Market Analysis</p>
<p><b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>Was consulted for their input on the needs and goals for Richland County.</p>

**Identify any Agency Types not consulted and provide rationale for not consulting**

All agency types were consulted and contacted during the planning process.

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Midlands Area Consortium for the Homeless	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans
Vision 2030	Columbia Housing Authority	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans
2021 Hazard Mitigation Plan	Central Midlands Council of Governments	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional):**

The County’s Grants & Outreach coordinates with the County Council and other County departments.

As the administering agency for the CDBG, HOME, and ESG programs, the County maintains coordination with other County departments to address infrastructure, code enforcement, and public safety needs.

**AP-12 Participation - 91.401, 91.105, 91.200(c)****1. Summary of citizen participation process/Efforts made to broaden citizen participation**

*Summarize citizen participation process and how it impacted goal-setting*

The FY 2024 Annual Action Plan has components to reach out and encourage citizen participation. These components are the following: meetings with various stakeholders; a needs public hearing; and a hearing to gather public comments on the draft plan while it was on display was also held. The County posted the plan on its County website. A copy of comments received are included as attachments in the Appendix section of the plan. Through the citizen participation process, the County used input from residents to develop a plan to serve the low- and moderate-income population of Richland County.

The County has followed its approved Citizens Participation Plan to develop its FY 2024 Annual Action Plan.

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**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1.	<b>Newspaper Ad</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	Not Applicable.	Not Applicable.	Not Applicable.	Not Applicable.
2.	<b>Public Meeting</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	Richland County held a Public Hearing in the Council Chambers on Thursday, March 7, 2024 concerning the development of the FY 2024 Annual Action Plan.	Comments from participants are in the attachments section of the FY 2024 Annual Action Plan	None.	Not Applicable.
3.	<b>Internet Outreach</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	None.	None.	None.	<a href="https://www.richlandcountysc.gov">https://www.richlandcountysc.gov</a>

4.	<b>Newspaper Ad</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	None.	None.	Not Applicable.	Not Applicable.
5.	<b>Public Hearing</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	The County held its second public hearing on Thursday, June 27, 2024, to discuss the draft FY 2024 Annual Action Plan.	See Second Public Hearing comments in the Appendix section of the FY 2024 Annual Action Plan.	Not Applicable.	Not Applicable.

Table 4 – Citizen Participation Outreach

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

Richland County is receiving \$1,718,460 from its CDBG allocation, \$788,164 from its HOME allocation, and \$151,468 from its ESG Allocation for the FY 2024 program year. The program year goes from October 1, 2024 through September 30, 2025. These funds will be used to address the following strategies:

- Housing Strategy (HSG);
- Homeless Strategy (HMS);
- Other Special Needs Strategy (SNS);
- Community Development Strategy (CDS); and
- Administration, Planning, and Management Strategy (AMS).

The yearly accomplishments of these projects/activities are reported in the FY 2024 Consolidated Annual Performance and Evaluation Report (CAPER).

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
<b>CDBG</b>	Public federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,718,460	0	0	1,718,460	3,334,010	6 projects/activities were funded based on FY 2024 CDBG allocations.
<b>HOME</b>	Public federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	788,164	0	0	788,164	1,741,990	3 projects/activities were funded based on FY 2024 HOME allocations.
<b>ESG</b>	Public federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	151,468	0	0	151,468	295,178	1 projects/activities were funded based on FY 2024 ESG allocations.

**Table 5 - Expected Resources – Priority Table**



**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied****Other Public Funds:**

Richland County is anticipating that it will receive additional financial resources to address the needs identified in the Five Year Consolidated Plan.

**HOME Match:**

- Richland County has excess HOME Match funds from previous years in the amount of \$114,786 as reported in the FY 2022 CAPER. Richland County will have additional HOME Match from bond funds, Federal Home Loan Bank, and other private funds during this program year.

**ESG Match Requirement:**

Richland County will have \$151,468 in ESG Match during this program year. The ESG Match will come from local and state funds, as well as donations and grants to the ESG sub-grantees.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Not applicable. The County does not intend to use, acquire or improve any publicly owned land or property using CDBG funds to address the needs identified in the County's Consolidated Plan unless required to improve existing public infrastructure and facilities.

**Discussion**

The Midlands Area Consortium for the Homeless (MACH) was awarded \$4,750,787 for its Tier 1 FY 2023 Continuum of Care Application. The following is a breakdown of the Tier 1 awards:

- **Housing Development Corporation of Rock Hill RRH Renewal** ..... \$ 35,856.00
- **Mental Illness Recovery Center, Inc.:**
  - **Home Base I and II 2023** ..... \$ 727,237.00
  - **Home Base III and IV 2023 Renewal**..... \$ 342,884.00
  - **Housing First for Unaccompanied Youth 2023** ..... \$ 73,254.00
  - **MIRCI Housing First 2023**..... \$ 345,134.00
  - **MIRCI PH for Chronic Homeless 2023** ..... \$ 194,069.00
  - **MIRCI SHP 2023**..... \$ 311,886.00
- **Midlands Housing Alliance, Inc. RRH Renewal PY24-25** ..... \$ 97,363.00
- **One-Eighty Place Rapid Re-Housing MACH 23** ..... \$ 254,984.00
- **Palmetto Place Children’s Emergency Shelter Unaccompanied Youth JT PH/RRH Project 2023**  
..... \$ 95,712.00
- **Safe Passage, Inc. Rapid Rehousing Program**..... \$ 298,636.00
- **Sistercare, Inc.:**
  - **Permanent Housing and Supportive Services for Disabled Domestic Violence Victims**  
..... \$ 361,423.00
  - **Sistercare Rapid Rehousing Program**..... \$ 338,033.00
- **The Housing Authority of the City of Columbia, SC**
  - **FY 2023 CHASC Disable Grant**..... \$ 349,393.00
  - **FY 2023 CHASC Expansion Grant**..... \$ 159,264.00
  - **FY 2023 CHASC Expansion Plus Grant** ..... \$ 68,155.00
  - **FY 2023 CHASC PSH Chronic Grant**..... \$ 263,443.00
- **United Way of the Midlands:**
  - **HMIS Renewal SC-502 FY 2023**..... \$ 118,133.00
  - **SC-502 CoC Planning Application FY 2023** ..... \$ 315,928.00
- **Total:** ..... **\$ 4,750,787.00**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1.	HSG-2 Owner-occupied Housing Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$175,000 HOME: \$0	Homeowner Housing Rehabilitated: 25 Household Housing Unit
2.	HSG-3 Housing Construction/Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$424,619 HOME: \$709,348	Housing units constructed: 5 Household Housing Unit  Rental units constructed: 4 Household Housing Unit
3.	HSG-5 Fair Housing	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$0	Other: 1 Other

4.	HMS-1 Operation/Support	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0 ESG: \$49,038	Public Service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted  Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted  Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds  Other: 1 Other
5.	HMS-2 Prevention and Re-Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 ESG: \$91,070	Other: 4 Others
6.	HMS-3 Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$312,380	Rental units rehabilitated: 33 Household Housing Unit
7.	SNS-2 Social Services	2022	2026	Non-Homeless Special Needs	Low/Mod Area Countywide	Other Special Needs Strategy	CDBG: \$33,754	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

8.	CDS-1 Community Facilities	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$205,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 105 Persons Assisted  Other: 2 Others
9.	CDS-4 Food Programs	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$39,468	Public service activities other than Low/Moderate Income Housing Benefit: 65 Persons Assisted
10.	CDS-5 Public Services	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$184,477	Public service activities other than Low/Moderate Income Housing Benefit: 352 Persons Assisted
11.	AMS-1 Overall Coordination	2022	2026	Administration, Planning, and Management	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$343,692 HOME: \$78,816 ESG: \$11,360	Other: 3 Others
12.	AMS-3 Fair Housing	2022	2026	Fair Housing	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$0 HOME: \$0	Other: 1 Other

Table 6 – Goals Summary

**Goal Descriptions**

1.	<b>Goal Name</b>	<b>HSG-2 Owner-occupied Housing Rehabilitation</b>
	<b>Goal Description</b>	Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
2.	<b>Goal Name</b>	<b>HSG-3 Housing Construction/Rehabilitation</b>
	<b>Goal Description</b>	Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
3.	<b>Goal Name</b>	<b>HSG-5 Fair Housing</b>
	<b>Goal Description</b>	Promote fair housing choice through education, training, and outreach throughout the County.
4.	<b>Goal Name</b>	<b>HMS-1 Operation/Support</b>
	<b>Goal Description</b>	Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
5.	<b>Goal Name</b>	<b>HMS-2 Prevention and Re-Housing</b>
	<b>Goal Description</b>	Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.

6.	<b>Goal Name</b>	<b>HMS-3 Housing</b>
	<b>Goal Description</b>	Support the rehabilitation of, including accessibility improvements, for emergency shelters, transitional housing, and permanent housing for the homeless.
7.	<b>Goal Name</b>	<b>SNS-2 Social Services</b>
	<b>Goal Description</b>	Support social service programs and facilities for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, victims of sexual assault, victims of human trafficking, persons recovering from alcohol/drug dependency, persons recently leaving incarceration, and persons with other special needs.
8.	<b>Goal Name</b>	<b>CDS-1 Community Facilities</b>
	<b>Goal Description</b>	Improve parks, recreational facilities, neighborhood facilities, trails and libraries including accessibility improvements to public buildings and all community facilities in the County.
9.	<b>Goal Name</b>	<b>CDS-4 Food Programs</b>
	<b>Goal Description</b>	Provide assistance for food and nutritional programs to address the needs of unemployed, underemployed, and homeless.
10.	<b>Goal Name</b>	<b>CDS-5 Public Services</b>
	<b>Goal Description</b>	Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
11.	<b>Goal Name</b>	<b>AMS-1 Overall Coordination</b>
	<b>Goal Description</b>	Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews (ERR) and Section 106 clearances (SHPO), fair housing, and compliance with all Federal, State, and local laws and regulations.

12.	Goal Name	AMS-3 Fair Housing
	Goal Description	Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

Table 7 – Goal Descriptions

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

Richland County proposes to assist the following:

- **Extremely Low-Income** - 37 family
- **Low-Income** - 9 families
- **Moderate-Income** - 25 families

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## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

Richland County proposes to undertake the following activities with the FY 2024 CDBG, HOME, and ESG funds:

#### Projects

#	Project Name
1.	CDBG General Administration
2.	Housing Rehabilitation
3.	Public Facility Improvements
4.	Public Services
5.	Transitional Housing Rehabilitation
6.	Affordable Rental Housing Development
7.	HOME General Administration
8.	CHDO Set-Aside
9.	Development of Affordable Housing
10.	Emergency Solutions Grant Program

Table 5 – Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

CDBG funds are intended to provide low- and moderate-income households with the opportunity to live in viable communities, which includes decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include community facilities and improvements; infrastructure improvements; housing rehabilitation and preservation; affordable housing development activities; public services; economic development; and planning and administration.

Richland County has allocated its CDBG funds for FY 2024 to principally benefit low- and moderate-income persons.

- Community and Public facilities improvements will either be located in a low- and moderate-income census tract/block group or the County will prepare surveys which show a low- and moderate-income population over 51%.
- The infrastructure improvement activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or clientele over 51% low- and moderate-income.
- Funding for public services will be based on the clientele’s income or in certain cases a limited type of clientele with a presumed low- and moderate-income status.

- The homeless projects/activities are for homeless agencies/organization that serve a specific type of clientele with a presumed low- and moderate-income status.
- The other special needs projects/activities are limited to a clientele with a presumed low- and moderate-income status.
- Demolition of structures will either be located in low- and moderate-income areas or in areas that have been designated as slum and blighted areas.
- The housing activities have income eligibility criteria; therefore, the income requirement directs funds to low- and moderate-income households throughout the County.

The HOME funds will be used for administration and for housing projects. These funds will be targeted to low-income persons and projects designed to provide affordable housing to low-income persons.

The ESG funds will be used for Administration, Rapid Re-housing/Homeless prevention/HMIS, and Emergency Shelter Projects. Those funds will be targeted to low-income persons who are homeless or at-risk of becoming homeless.

The total amount of FY 2024 CDBG funds is \$1,718,460, of which 20% (\$343,692) is for administration and 80% (\$1,374,768) is allocated for projects/activities. Approximately 100% (\$1,374,768) will principally benefit low- and moderate-income persons.

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### AP-38 Project Summary

#### Project Summary Information

1.	<b>Project Name</b>	<b>General Administration</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HSG-5 Fair Housing AMS-1 Overall Coordination AMS-3 Fair Housing
	<b>Needs Addressed</b>	Housing Strategy Administration, Planning, and Management Strategy
	<b>Funding</b>	CDBG: \$343,692.00
	<b>Description</b>	Expenses to administer the Community Development Block Grant. This covers the staff salaries and benefits, office expenses, planning services, and other facets of program management.
	<b>Target Date</b>	9/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 Organization
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The project matrix code is 21A, General Program Administration.
2.	<b>Project Name</b>	<b>Housing Rehabilitation</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HSG-2 Owner-occupied Housing Rehabilitation

	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	CDBG: \$175,000.00
	<b>Description</b>	<p>Funds will be used to support two (2) signature housing rehabilitation programs, Operation One Touch (OOT) and CDBG Rehab, along with staff salaries to manage program operations (i.e. inspections, construction estimation, environmental reviews, oversight and compliance). Available funds from prior years funds will also be used to support these programs.</p> <ol style="list-style-type: none"> <li>1) <b>Operation One Touch (OOT)</b> – OOT is the County’s emergency housing rehab program which provides a 0% interest forgivable loan to assist with urgent minor home repair needs for income eligible homeowners in unincorporated Richland County for installation of roofs, soffits, gutters, electrical upgrades, plumbing, etc. (15 Housing Units)</li> <li>2) <b>CDBG Rehab</b> – CDBG Rehab is the County’s Owner-Occupied Housing Rehab program that partners with qualified non-profit organizations to provide minor home repairs to eligible homeowners in unincorporated Richland County. (10 Housing Units)</li> </ol>
	<b>Target Date</b>	9/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	25 Housing Units
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	<p>The National Objective is Low/Mod Income Housing Benefit (LMH).</p> <p>The HUD Matrix Code is 14A, Rehab; Single-Unit Residential.</p>
<b>3.</b>	<b>Project Name</b>	<b>Public Facility Improvements</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	CDS-1 Community Facilities

	<b>Needs Addressed</b>	Community Development Strategy
	<b>Funding</b>	CDBG: \$205,000.00
	<b>Description</b>	Expenses to be used to assist Vital Connections of the Midlands, a non-profit childcare provider serving LMI households to: <ol style="list-style-type: none"> <li>1) Acquire the Tender Years Childcare property in Hopkins, SC where the organization has served for 20 years, and</li> <li>2) Provide rehabilitation to both the Tender Years and Arthurtown Childcare Centers, including resurfaced parking lots and outdoor play space upgrades. Activity Delivery Costs are included in the allocation.</li> </ol>
	<b>Target Date</b>	9/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2 public facility improvements 105 extremely low-income households annually
	<b>Location Description</b>	Tender Years Center: 6862 Lower Richland Blvd., Hopkins, SC 29061 Arthurtown Center: 223 Riley Street, Columbia, SC 29201
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Clientele (LMC). The project matrix code is 03M, Childcare Centers.
4.	<b>Project Name</b>	<b>Public Service</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	SNS-2 Social Services CDS-4 Food Programs CDS-5 Public Services
	<b>Needs Addressed</b>	Other Special Needs Strategy Community Development Strategy

<p><b>Funding</b></p>	<p>CDBG: \$257,769.00</p>
<p><b>Description</b></p>	<p>Expenses to be used to improve and enhance public services for LMI individuals and households through various non-profit and community-based agencies. Not to exceed 15% of the annual CDBG allocation.</p>
<p><b>Target Date</b></p>	<p>9/30/2025</p>
<p><b>Estimate the number and type of families that will benefit from the proposed activities</b></p>	<p>The following subrecipients will assist the following:</p> <p><b>Boys and Girls Club of the Midlands</b> - 90 Youth</p> <p><b>Foodshare SC</b> – 65 Seniors</p> <p><b>Sistercare</b> – 100 Women</p> <p><b>Healthy Learners</b> (operated by the Sisters of Charity) – 212 youth</p> <p><b>Mental Illness Recovery Center (MIRCI)</b> – 100 Unstably Housed</p>
<p><b>Location Description</b></p>	<p>The project locations are the following:</p> <p><b>Boys and Girls Club of the Midlands</b> - This will fund scholarships at sites across the County, mostly elementary schools. Their office address is 500 Gracern Rd., Columbia, SC 29210</p> <p><b>Foodshare SC</b> – 201 Columbia Mall Blvd., Suite 109, Columbia, SC 29223</p> <p><b>Sistercare</b> – Physical address is confidential. Mailing address is PO Box 1029, Columbia, SC 29202</p> <p><b>Healthy Learners</b> (operated by the Sisters of Charity) – These health screenings take place at Title I schools countywide. Office address is 2711 Middleburg Drive, Suite 304, Columbia, SC 29204</p> <p><b>Mental Illness Recovery Center (MIRCI)</b> – 2750 Laurel Street, Columbia, SC 29201</p>

	<p><b>Planned Activities</b></p>	<p>The project matrix codes are determined by each activity as follows:</p> <p><b>Boys and Girls Club of the Midlands</b> - will receive \$90,000 in CDBG funds to expand availability of no-cost, high quality after-school care and summer care services to LMI families residing in unincorporated Richland County through scholarships for eligible families. The project matrix code is 05D, Youth Services and the Five Year Goal is CDS-5 Public Services.</p> <p><b>Foodshare SC</b> - will receive \$39,468 in CDBG funds to continue the Neighborshare Program providing fresh food boxes to homebound Seniors and low-income households in unincorporated Richland County. The project matrix code is 05W, Food Banks and the Five Year Goal is CDS-4 Food Program.</p> <p><b>Sistercare</b> - will receive \$33,754 in CDBG funds to continue outreach, counseling, and support services to Hispanic and Spanish-speaking survivors of domestic violence in unincorporated Richland County. The project matrix code is 05G, Services for Battered and Abused Spouses and the Five Year Goal is SNS-2 Social Services.</p> <p><b>Healthy Learners</b> (operated by the Sisters of Charity) - will receive \$31,500 in CDBG funds to continue providing health care services, health screenings (dental, vision, and hearing), and assist families with healthcare expenses through a program for students attending one of 21 identified Title One schools in unincorporated areas of Richland County. The project matrix code is 05M, Health Services and the Five Year Goal is CDS-5 Public Services.</p> <p><b>Mental Illness Recovery Center, Inc.</b> – will receive \$63,047 to increase access to behavioral healthcare, case management, and supportive services for unstably housed individuals within the unincorporated areas of Richland County. The project matrix code and Five Year Goal are to be determined.</p> <p>The National Objective is Low/Mod Income Limited Clientele Benefit (LMC).</p>
5.	<p><b>Project Name</b></p>	<p><b>Transitional Housing Rehabilitation</b></p>
	<p><b>Target Area</b></p>	<p>Countywide</p>

	<b>Goals Supported</b>	HMS-3 Housing
	<b>Needs Addressed</b>	Homeless Strategy
	<b>Funding</b>	CDBG: \$312,380.00
	<b>Description</b>	Expenses to be used to improve transitional housing for homeless individuals in unincorporated areas of Richland County.
	<b>Target Date</b>	9/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	33 Transitional Housing Units serving 460 homeless individuals annually.
	<b>Location Description</b>	The project locations are the following: <b>Homeless No More</b> – 2400 Waites Rd., Columbia, SC 29204 <b>Transitions Homeless Shelter (Midlands Housing Alliance)</b> - 2025 Main Street, Columbia, SC 29201
	<b>Planned Activities</b>	<b>Homeless No More</b> will receive \$167,380 for the rehabilitation of seventeen (17) Transitional Housing units, to include replacements of seventeen (17) HVAC units and repair of exterior stucco on all buildings. <b>Transitions Homeless Shelter (Midlands Housing Alliance)</b> will receive \$135,000 for four (4) ADA bathroom upgrades and for interior and exterior rehabilitation for sixteen (16) transitional housing units for Specialized Program for Veterans, Seniors, and those with an active job moving out of homelessness. Contingency Funds: \$10,000 for Activity Delivery Costs and unanticipated construction-based costs. The National Objective is Low/Mod Income Clientele (LMC). The project matrix code is 03C, Homeless Facilities.
6.	<b>Project Name</b>	<b>Affordable Rental Housing Development</b>
	<b>Target Area</b>	Countywide

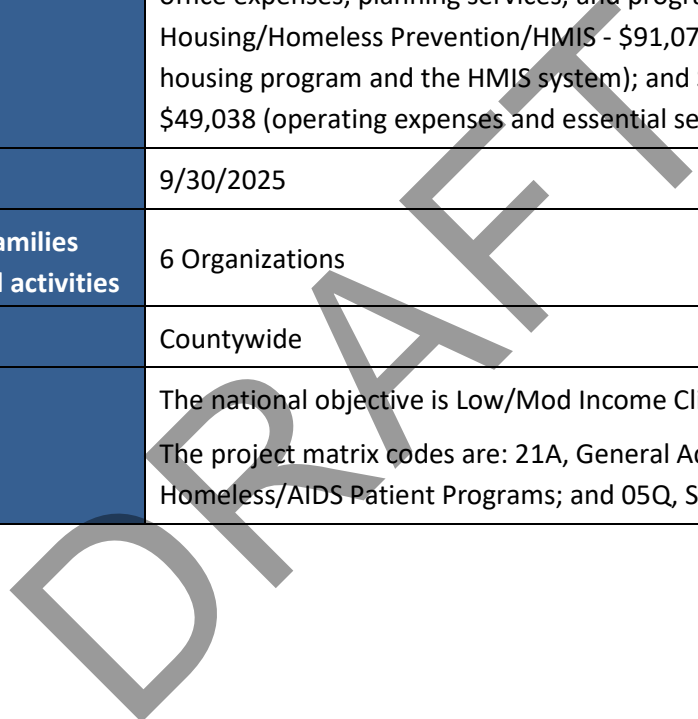


	<b>Goals Supported</b>	HSG-3 Housing Construction/Rehabilitation
	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	CDBG: \$424,619.00
	<b>Description</b>	This activity will continue an existing County program to acquire and rehabilitate affordable housing for rental activities. Funds may be used for non-profit developers and in conjunction with the Community Housing Development Organization (CHDO).
	<b>Target Date</b>	9/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	4 housing units
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The National Objective is Low/Mod Housing Benefit (LMH). The project matrix code will be determined by the individual Activity, but may include: <ul style="list-style-type: none"> <li>• 12, Construction of Housing;</li> <li>• 14A, Rehab: Single-Unit Residential;</li> <li>• 14B, Rehab: Multi-Unit Residential; and/or</li> <li>• 14G Rehab: Acquisition</li> </ul>
7.	<b>Project Name</b>	<b>HOME General Administration</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	AMS-1 Overall Coordination
	<b>Needs Addressed</b>	Administration, Management, and Planning Strategy
	<b>Funding</b>	HOME: \$78,816.00
	<b>Description</b>	Funds for salaries, benefits, office expenses, legal fees, and planning management.
	<b>Target Date</b>	9/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	1 Organization
	Location Description	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	Planned Activities	The project matrix code is 21A, General Program Administration.
8.	<b>Project Name</b>	<b>Housing CHDO Set-Aside</b>
	Target Area	Countywide
	Goals Supported	HSG-3 Housing Construction
	Needs Addressed	Housing Strategy
	Funding	HOME: \$118,225.00
	Description	HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1 household
	Location Description	County Wide
	Planned Activities	The National Objective is Low/Mod Housing Benefit (LMH). The project matrix code will be determined by the individual Activity, but may include: <ul style="list-style-type: none"> <li>• 12 Construction of Housing;</li> <li>• 14A Rehab: Single-Unit Residential;</li> <li>• 14B Rehabilitation: Multi-Unit Residential; and/or</li> <li>• 14G Rehab: Acquisition.</li> </ul>
9.	<b>Project Name</b>	<b>Development of Affordable Housing</b>

	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HSG-3 Housing Construction/Rehabilitation
	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	HOME: \$591,123.00
	<b>Description</b>	HOME funds will be used to assist in the development of affordable housing in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. CDBG funds will be used to pay the program and activity delivery costs associated with implementing the HOME Program.
	<b>Target Date</b>	9/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	4 households
	<b>Location Description</b>	County Wide
	<b>Planned Activities</b>	The National Objective is Low/Mod Housing Benefit (LMH). The project matrix code will be determined by the individual Activity, but may include: <ul style="list-style-type: none"> <li>• 12 Construction of Housing;</li> <li>• 14A Rehab: Single-Unit Residential; and/or</li> <li>• 14B Rehabilitation: Multi-Unit Residential</li> </ul>
11.	<b>Project Name</b>	<b>Emergency Solutions Grant Program</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HMS-1 Operation/Support HMS-2 Prevention and Re-Housing AMS-1 Overall Coordination

<p><b>Needs Addressed</b></p>	<p>Homeless Strategy Administration, Management, and Planning Strategy</p>
<p><b>Funding</b></p>	<p>ESG: \$151,468.00</p>
<p><b>Description</b></p>	<p>Funds will be used for General Administration - \$11,360 (staff salaries, staff benefits, office expenses, planning services, and program management); Rapid Re-Housing/Homeless Prevention/HMIS - \$91,070 (homeless prevention program, rapid re-housing program and the HMIS system); and Street Outreach/Emergency Shelter - \$49,038 (operating expenses and essential services for shelters).</p>
<p><b>Target Date</b></p>	<p>9/30/2025</p>
<p><b>Estimate the number and type of families that will benefit from the proposed activities</b></p>	<p>6 Organizations</p>
<p><b>Location Description</b></p>	<p>Countywide</p>
<p><b>Planned Activities</b></p>	<p>The national objective is Low/Mod Income Clientele Benefit (LMC). The project matrix codes are: 21A, General Administration; 03T, Operating Cost of Homeless/AIDS Patient Programs; and 05Q, Subsistence Payments.</p>



## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The following information provides a profile of the population, age, and racial/ethnic composition of Richland County. This information was obtained from the U.S. Census Bureau website, <http://data.census.gov>. The 2018-2022 American Community Survey 5-Year Estimates (ACS), the 2020 U.S. Census data, and the 2016-2020 HUD Comprehensive Housing Affordability Strategy (CHAS) data were used to analyze the social, economic, housing, and general demographic characteristics of Richland County.

#### **Population:**

Richland County's overall population as reported in the 2018-2022 American Community Survey was 416,161.

- The County's population was 404,869 at the time of the 2013-2017 American Community Survey, an increase of 2.79% (11,292 people) over the last five years.
- Between the 2013-2017 ACS and the 2018-2022 ACS, the population in South Carolina increased 5.09% from 4,893,444 to 5,142,750 people

#### **Age:**

Richland County's age of population (based on 2018-2022 ACS data)

- The median age in Richland County was 33.9 years, compared to 40.0 years for South Carolina.
- Youth under the age of 18 accounted for 21.5% of the County's population, the same proportion as statewide.
- Seniors aged 65 or over represent 13.4% of the County's population, which is less than South Carolina's average of 18.2% of the population.
- Adults ranging from 20 to 24 years old make up the largest five-year cohort of the County's population at 10.3%.

#### **Race/Ethnicity:**

Racial/ethnic composition of Richland County, according to the 2018-2022 American Community Survey:

- 42.4% are White alone
- 47.2% are Black or African American alone
- 0.2% are American Indian or Alaska Native alone
- 2.9% are Asian alone
- 2.4% are Some Other Race alone
- 4.6% are Two or more races
- 5.4% are Hispanic or Latino, of any race

**Income Profile:**

The following is a summary of income statistics for Richland County from the 2018-2022 American Community Survey:

- At the time of the 2018-2022 American Community Survey, median household income in Richland County was \$59,850, higher than the City of Columbia (\$54,095) but lower than the State of South Carolina (\$63,623).
- 27.5% of households with earnings received Social Security income.
- 1.5% of households with earnings received cash public assistance.
- 23.2% of households with earnings received retirement income.
- 16.8% of residents were living in poverty.
- 34.9% of female-headed households with children were living in poverty.
- 21.8% of all children under 18 years were living in poverty.

**Low/Mod Income Profile:**

The low- and moderate-income profile for Richland County is a measurement of the area's needs. Richland County has an overall low- and moderate-income percentage of 45.26%. These low- and moderate-income statistics were obtained from the U.S. Department of Housing and Urban Development's website, [www.hud.gov](http://www.hud.gov).

**Economic Profile:**

The following illustrates the economic profile for Richland County from the 2018-2022 American Community Survey Estimates:

- As of the 2018-2022 ACS, Richland County had 337,509 people aged 16 years and over. Of these, 65.5% (210,748 persons) were in the civilian labor force and 58.2% (196,460 persons) were employed. 3.1% (10,447 persons) were in the Armed Forces.
- **Occupation:**
  - 42.9% of the employed civilian population 16 years and over had occupations classified as management, business, science, and arts occupations.
  - 22.1% of the employed civilian population had occupations classified as sales and office occupations.
  - 17.3% of the employed civilian population had occupations classified as service occupations.
- **Industry:**
  - The education, health, and social service industry represented 25.8% of those employed.
  - Retail industry employees comprised 11.1% of those employed.
- **Class:**
  - 73.0% of workers were considered in the private wage and salary worker class.
  - 22.3% of workers were considered in the government class.
  - 4.4% of workers were considered in the self-employed workers in own not-incorporated business class.

According to the U.S. Labor Department, the unadjusted unemployment rate for Richland County for April of 2024 was 3.0% and the City of Columbia’s unemployment rate was 3.4%. The unadjusted unemployment rate was 2.9% for the State of South Carolina in April of 2023 and 3.5% for the United States.

**Geographic Distribution**

Target Area	Percentage of Funds
Countywide excluding the City of Columbia	100%
Low/Mod Areas	0%

**Table 6 - Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

Richland County will allocate its CDBG funds to those geographic areas whose population is over 51% low- and moderate-income and/or to low- and moderate-income clientele. At least 70% of all the County’s CDBG funds are budgeted for activities which principally benefit low- and moderate-income persons. The following guidelines for allocating CDBG and HOME funds will be used by the County for the FY 2024 Program Year:

- The public services projects/activities are for social service organizations whose clientele are low-income or in certain cases, a limited type of clientele with a presumed low- and moderate-income status.
- The homeless projects/activities are for homeless agencies/organization that serve a specific type of clientele with a presumed low- and moderate-income status.
- The other special needs projects/activities are limited to a clientele with a presumed low- and moderate-income status.
- The community and public facilities projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The infrastructure improvement projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The acquisition and demolition of structures are either located in a low- and moderate-income census area or these activities are eligible by preventing or eliminating slums and blight on a spot or area basis.
- The housing projects/activities have income eligibility criteria; therefore, the income requirement limits funds to low- and moderate-income households throughout the County.
- Economic development projects/activities will either be located in a low- and moderate-income census tract/block group, or a poverty census tract greater than 20%, or part of a redevelopment plan, or makes 51% of the jobs available to low- and moderate-income persons.

The County allocates CDBG funds to areas or projects/activities which predominantly benefit low- and moderate-income persons to rehabilitate or construct new housing for low- and moderate-income households; to create low- and moderate-income jobs; to projects/activities that principally benefit low- and moderate-income persons; and/or slum and blight removal on a spot or area basis.

The HOME funds will be used for administration and for housing projects/activities. These funds will be targeted to low-income households and projects/activities designed to provide affordable housing to low-income households. The disbursement is based on needs of low- and moderate-income households, not by geographic area.

The ESG funds will be used for Administration, Rapid Re-housing/Homeless prevention/HMIS, and Emergency Shelter Projects. Those funds will be targeted to low-income persons who are homeless or at-risk of becoming homeless.

### **Discussion**

The total amount of FY 2024 CDBG funds is \$1,718,460, of which 20% (\$343,692) is for administration and 80% (\$1,374,768) is allocated for projects/activities. 100% of the funds will be going towards Low- and Moderate-Income areas.

The geographic locations for the FY 2024 CDBG Activities will be countywide or at the location of service provider subrecipients. The geographic location for HOME activities will also be countywide or at the location of service provider subrecipients. Public benefits will be for low- and moderate- income residents of Richland County either through direct benefit such as homeownership, housing rehabilitation or individual services such as homeless assistance. Community facilities improvements will be area benefit activities such as street reconstruction or recreation improvements in areas where at least 51% of the residents are LMI. The geographic location for ESG will also be countywide or at the location of service provided by subrecipients.

The County is allocating its CDBG funds to areas or projects/activities which predominantly benefit low- and moderate-income persons to rehabilitate or construct new housing for low- and moderate-income households; to create low- and moderate-income jobs; and to projects/activities that benefit the low- and moderate-income population.



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Richland County will utilize its CDBG and HOME funds to rehabilitate and to support the construction of new affordable housing units. The one-year goals for affordable housing in Richland County for FY 2024 are as follows:

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	71
Special-Needs	0
<b>Total:</b>	<b>71</b>

**Table 7 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	66
Acquisition of Existing Units	0
<b>Total:</b>	<b>71</b>

**Table 8 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

Richland County will fund the following projects with 2024 CDBG and HOME funds:

- **Housing Rehabilitation** - Funds will be used to support two signature housing rehabilitation programs, Operation One Touch (OOT) and CDBG Rehab, along with staff salaries to manage program operations (i.e. inspections, construction estimation, environmental reviews, oversight and compliance). (25 Housing Units)
  - **Operation One Touch (OOT)** – OOT is the County’s emergency housing rehab program which provides a 0% interest forgivable loan to assist with urgent minor home repair needs for income eligible homeowners in unincorporated Richland County for installation of roofs, soffits, gutters, electrical upgrades, plumbing, etc.
  - **CDBG Rehab** – CDBG Rehab is the County’s Owner-Occupied Housing Rehab program that partners with qualified non-profit organizations to provide minor home repairs to eligible homeowners in unincorporated Richland County.

- **Transitional Housing Rehabilitation** – Funds to be used to improve transitional housing for homeless individuals in unincorporated areas of Richland County. The following projects will be funded:
  - **Homeless No More** – Funds will be used to rehabilitate seventeen (17) Transitional Housing units, to include replacements of seventeen (17) HVAC units and repair of exterior stucco on all buildings. (17 Housing Units)
  - **Transitions Homeless Shelter (Midlands Housing Alliance)** – Funds will be used to rehabilitate four (4) ADA bathroom upgrades and for interior and exterior rehabilitation for sixteen (16) transitional housing units for Specialized Program for Veterans, Seniors, and those with an active job moving out of homelessness. (20 Housing Units)
- **Affordable Rental Housing Development** - Funds may be used for non-profit developers and in conjunction with the Community Housing Development Organization (CHDO). (4 Housing Units)
- **Housing CHDO Set-Aside** - HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. (1 Housing Unit)
- **Development of Affordable Housing Payment** - HOME funds will be used to assist in the development of affordable housing in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. CDBG funds will be used to pay the program and activity delivery costs associated with implementing the HOME Program. (4 Housing Units)

DRAFT

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Richland County has a public housing authority to provide public housing for its low-income County residents. The mission of the Columbia Housing Authority is to provide affordable, accessible, quality housing and support services through community partnerships.

The Columbia Housing Authority is responsible for its own hiring, contracting, and procurement. The Housing Authority provides the County with a copy of its Five-Year Capital Fund Program and Annual Plan for review each year. The County certifies that the Capital Fund Program and Annual Plan are consistent with the County's Five-Year Consolidated Plan. Should the Housing Authority propose any demolition or disposition of public housing units, it will consult with the local neighborhoods where the development is located, as well as with the County staff.

The Columbia Housing Authority meets with each of its housing developments to discuss the Annual Plans for the Housing Authority. They also discuss physical needs assessment for allocating and spending Capital Funds at the different developments. The Housing Authority puts copies of the plans in the housing developments for public comment. The Columbia Housing Authority Board also has a seat on the five (5) member Board, which is occupied by a resident to help with the decision and planning process of the Housing Authority.

### **Actions planned during the next year to address the needs to public housing**

The Columbia Housing Authority funds a variety of activities to improve the overall living environment in the Authority's public housing projects.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The CHA Resident Executive Council (REC) provides residents with the opportunity to become involved in housing authority policy making. The REC is made up of representatives from each CHA public housing community, and members are elected by their peers based on participation in local Community Clubs. The REC meets on fourth Monday of each quarter. Richland County will work with CHA to improve attendance at these meetings in FY 2024-2025.

Richland County will also continue to provide twelve (12) hours of housing counseling classes to CHA residents through the RCHAP program. Classes will cover home buying, budget and credit, and home and yard maintenance.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Columbia Housing Authority is not designated as "troubled" by HUD.

**Discussion**

Not Applicable.

DRAFT

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

Under its Five-Year Consolidated Plan, Richland County has developed its Strategic Plan in cooperation with the CoC to address homelessness for FY 2022 through FY 2026. These goals are set forth in the following priorities:

### Homeless Strategy - (High Priority)

**Priority Need:** There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.

**Objective:** Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.

### Goals:

- **HMS-1 Operation/Support** – Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Re-Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-4 Continuum of Care** - Support the local Continuum of Care's (CoC) efforts to provide emergency shelter, and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The CoC utilizes a coordinated entry process that prioritizes assistance based on severity of need, length of time homeless, and unsheltered versus sheltered status to ensure those who need assistance the most can receive services and housing in a timely manner. Outreach teams work nontraditional hours and cover the CoC's entire geographic area. They are focused on persons with a serious mental illness who live unsheltered because this is the subpopulation in our community least likely to access assistance. Agencies, local businesses, and community members routinely contact the street outreach team regarding persons needing assistance, especially those living unsheltered. Persons experiencing homelessness are engaged through outreach, rapport-building, and with the use of peer-to-peer models. The CoC utilizes a centralized entry. Most persons enter the system through the Harmony House day shelter. However, the local homeless veteran's center, domestic violence shelter, and street

outreach all serve as points of entry. A VI-SPDAT assessment is conducted (coordinated entry assessment tool) to determine need. The individual/family is on a by-name list and referred to appropriate services and housing. All CoC and ESG-funded programs utilize coordinated entry.

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Successful recovery for individuals experiencing chronic homelessness depends on access to stable housing. Permanent supportive housing for such individuals is provided by the following organizations with programs targeted for chronic homelessness.

**Chronically Homeless Service Providers:** Columbia Area Mental Health Center, Midlands Housing Alliance (Transitions), VA Medical Center (Dorm), 180 Place

Many organizations providing services for individuals experiencing homelessness do not have services and facilities adequate to meet the needs of families with children. In an interview conducted for this Consolidated Plan, representatives from Homeless No More indicated that the need for such services and facilities far exceeds the available supply. Supportive housing for these families provides stability that helps prevent school absences and contributes to academic achievement. The following organizations provide services targeted to families with children experiencing homelessness.

**Families with Children:** Christ Central Ministries - Hannah House, Homeless No More, Toby's Place, USC, School of Medicine, Department of Internal Medicine, Supportive Housing Services

The organizations below provide supportive housing services specifically designed to meet the needs of veterans experiencing homelessness. HUD also provides rental assistance vouchers through the CHA for privately owned housing to veterans who are eligible for VA health care services and are experiencing homelessness. VA case managers may connect veterans with support services such as health care, mental health treatment and substance use counseling to help them in their recovery process and with maintaining housing in the community.

**Veterans:** VA Medical Center (Dorm), Alston Wilkes Veterans Home

Homeless organization representatives interviewed for this Consolidated Plan also indicated that supportive housing services targeted to unaccompanied youth are insufficient to meet the needs in Richland County. The organizations below provide various services for unaccompanied youth experiencing homelessness; however, long-term supportive housing with developmentally appropriate services are limited. Only four beds with these services are available in the county.

**Unaccompanied Youth:** Alston Wilkes Society-Columbia, Epworth Children’s Home, Growing Home Southeast, Lexington School District Two McKinney-Vento Liaison, Mental Illness Recovery Center, Mental Illness Recovery Center Inc. (MIRCI), Palmetto Place Children's Shelter, Richland County Public Defender’s Office (youth defender), Richland School District One McKinney-Vento Liaison, Richland School District Two McKinney-Vento Liaison, State of South Carolina Department of Social Services, University of South Carolina Social Work

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Utilizing the Housing First Model, homeless individuals and families are housed as soon as they are eligible for housing, based on a centralized assessment, as well as housing availability. Prior to housing, homeless individuals/families are assigned to a supportive services team which continues to provide support to them once they obtain their housing. This model has been effective in housing retention.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Individuals with severe mental health challenges often require transitional or permanent supportive housing including ongoing treatment, social services and housing assistance to recover and live independently. According to the 2015 National Survey on Drug Use and Health sponsored by Substance Abuse and Mental Health Services Administration (SAMHSA), an agency in the U.S. Department of Health and Human Services (DHHS), an estimated 18.1% or 43,521 Richland County residents suffer from a mental illness while an estimated four percent suffer severe mental illness.

## Discussion

The Midlands Area Consortium for the Homeless (MACH) was awarded \$4,750,787 for its Tier 1 FY 2023 Continuum of Care Application. The following is a breakdown of the Tier 1 awards:

• <b>Housing Development Corporation of Rock Hill RRH Renewal</b> .....	\$ 35,856.00
• <b>Mental Illness Recovery Center, Inc.:</b>	
○ Home Base I and II 2023.....	\$ 727,237.00
○ Home Base III and IV 2023 Renewal.....	\$ 342,884.00
○ Housing First for Unaccompanied Youth 2023.....	\$ 73,254.00
○ MIRCI Housing First 2023.....	\$ 345,134.00
○ MIRCI PH for Chronic Homeless 2023.....	\$ 194,069.00
○ MIRCI SHP 2023.....	\$ 311,886.00
• <b>Midlands Housing Alliance, Inc. RRH Renewal PY24-25</b> .....	\$ 97,363.00
• <b>One-Eighty Place Rapid Re-Housing MACH 23</b> .....	\$ 254,984.00
• <b>Palmetto Place Children’s Emergency Shelter Unaccompanied Youth JT PH/RRH Project 2023</b> .....	\$ 95,712.00
• <b>Safe Passage, Inc. Rapid Rehousing Program</b> .....	\$ 298,636.00
• <b>Sistercare, Inc.:</b>	
○ <b>Permanent Housing and Supportive Services for Disabled Domestic Violence Victims</b> .....	\$ 361,423.00
○ <b>Sistercare Rapid Rehousing Program</b> .....	\$ 338,033.00
• <b>The Housing Authority of the City of Columbia, SC</b>	
○ <b>FY 2023 CHASC Disable Grant</b> .....	\$ 349,393.00
○ <b>FY 2023 CHASC Expansion Grant</b> .....	\$ 159,264.00
○ <b>FY 2023 CHASC Expansion Plus Grant</b> .....	\$ 68,155.00
○ <b>FY 2023 CHASC PSH Chronic Grant</b> .....	\$ 263,443.00
• <b>United Way of the Midlands:</b>	
○ <b>HMIS Renewal SC-502 FY 2023</b> .....	\$ 118,133.00
○ <b>SC-502 CoC Planning Application FY 2023</b> .....	\$ 315,928.00
• <b>Total:</b> .....	<b>\$ 4,750,787.00</b>



## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

Richland County is committed to removing or reducing barriers to the development of affordable housing whenever possible throughout the County. A variety of actions include, among others, to reduce the cost of housing to make it affordable.

- Provide developers and non-profits with incentives for the construction or rehabilitation of affordable housing to keep rents affordable.
- Provide assistance to first time homebuyer to purchase a home.
- Assist in acquiring sites for development of affordable housing.
- Promote Federal and State financial assistance for affordable housing.

Richland County prepared its 2017 Analysis of Impediments to Fair Housing Choice (AI) to coincide with the County's Five-Year Consolidated Plan. Richland County's AI identified the following impediments.

**Impediment 1: Availability of Affordable Units in a Range of Sizes** - There is a need for additional assisted housing throughout the County. Racial or ethnic minority more likely to be experiencing a disproportionate need due to cost burdens, incomplete plumbing or kitchen, facilities, or overcrowding. This contributing factor has been assigned a medium level of priority based on the extent of the need and the County's ability to respond to this need.

**Impediment 2: Access to Financial Services** - The ability of residents throughout the County to secure home purchase loans varies according to the race and ethnicity of the loan applicant. This was identified in data gathered under the Home Mortgage Disclosure Act (HMDA).

**Impediment 3: Failure to make reasonable accommodation or modification** - Residents and stakeholders who provided commentary during the AFH process, whether through public input sessions or the Fair Housing Survey, identified failure to make reasonable accommodation as a factor that contributes to the limited availability of accessible housing units to residents with disabilities. The County believes that it has the capacity to address this factor through outreach and education to County residents and landlords, and considers doing so to be a high priority.

**Impediment 4: Access to Publicly Supported Housing for Persons with Disabilities**- Residents and stakeholders who provided commentary during the AFH process, whether through public input sessions or the Fair Housing Survey, identified shortages of affordable, accessible housing to be a contributing factor to fair housing issues impacting residents with disabilities.

**Impediment 5: Resistance to Affordable Housing**- This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to a lack of affordable housing in the County. Lack of affordable housing restricts the fair housing choice of County residents.

**Impediment 6: Discriminatory Actions in the Marketplace-** This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, serves to limit the fair housing choice of residents with disabilities and racial/ethnic minority groups.

**Impediment 7: Lack of Understanding of Fair Housing Law-** This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to discrimination and differential treatment in the housing market. Furthermore, a lack of understanding of fair housing law means that those who may suffer discrimination in the housing market do not know where to turn when they do.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Richland County, in its most recent Analysis of Impediments to Fair Housing Choice, did not identify any negative effects of its public policies that serve as barriers to affordable housing. The County has continued to revise and update its Zoning Ordinance. This document is consistent with the Fair Housing Act, Section 504, and the Americans with Disabilities Act. There are no other public policies that restrict fair housing.

**Discussion:**

Not Applicable.

## AP-85 Other Actions – 91.220(k)

### Introduction:

Richland County has developed the following actions which address:

- obstacles to meeting underserved needs;
- fosters affordable housing;
- reduces lead-based hazards;
- reduced the number of poverty-level families;
- develops institutional structures, and
- enhance coordination between public and private housing and social service agencies.

### Actions planned to address obstacles to meeting underserved needs

The County under its FY 2024 Program Year will take the following actions to address obstacles to meeting the underserved needs:

- Provide funds for public service activities.
- Provide funds for workforce housing options for owner occupied and renter occupied housing units.
- Provide funds for new housing construction of owner occupied and renter occupied housing units that are decent, safe, sound, affordable, and assessable.
- Provide funds for rehabilitation to help bring the older existing housing stock up to code standards and make accessibility improvements as needed.
- The County will continue to leverage its financial resources and apply for additional public and private funds.

Richland County will work to address these obstacles through the agencies and programs to be funded in FY 2024. Some of the activities to address these obstacles include:

- Public Service Activities
  - Boys & Girls Club
  - Food Share SC
  - Sistercare
  - Healthy Learners
- Housing Rehabilitation
- Transitional Housing Rehabilitation
- Affordable Rental Housing Development
- Housing CHDO Set-Aside
- Development of Affordable Housing
- Emergency Solutions Grant Program

## Actions planned to foster and maintain affordable housing

The County is proposing the following goals and strategies to foster and maintain affordable housing:

- **HSG-1 Homeownership** - Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
- **HSG-2 Owner-occupied Housing Rehabilitation** - Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
- **HSG-3 Housing Construction/Rehabilitation** - Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
- **HSG-4 Renter-occupied Rehabilitation** - Provide financial assistance to landlords to rehabilitate affordable housing units for that are rented to low- and moderate-income tenants.
- **HSG-5 Fair Housing** - Promote fair housing choice through education, training and outreach to affirmatively furthering fair housing throughout the County.
- **HMS-2 Prevention and Re-Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.
- **SNS-1 Housing** - Increase the supply of affordable housing that is accessible, decent, safe, and sanitary for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, persons recovering from alcohol/drug dependency, and persons with other special needs, through rehabilitation of existing buildings and new construction of housing.
- **SNS-3 Accessibility** - Improve the accessibility of owner-occupied housing through rehabilitation and support/improve renter occupied housing by making reasonable accommodations for the physically disabled by removing architectural barriers.
- **AMS-3 Fair Housing** - Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

During the FY 2024 Annual Action Plan, Richland County will fund the following projects:

- Housing Rehabilitation
- Transitional Housing Rehabilitation
- Affordable Rental Housing Development

- Housing CHDO Set-Aside
- Development of Affordable Housing Payment
- Emergency Solutions Grant Program

### **Actions planned to reduce lead-based paint hazards**

The County is working to reduce potential lead-based paint hazards. Below are the County's activities to reduce lead-based paint hazards are related to rehabilitation and homeownership programs.

#### **Rehabilitation Programs**

Richland County will continue to ensure that:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.
- The level of Federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35, Subpart R.
- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and adhere to ongoing lead-based paint maintenance activities, when applicable.
- Program staff monitors owner compliance with ongoing lead-based paint maintenance activities.

#### **Homeownership Programs**

Richland County will continue to ensure that:

- Applicants for homeownership assistance receive adequate information about lead-based paint requirements.
- County staff properly determine whether proposed projects are exempt from some or all lead based paint requirements.

- A visual assessment is performed to identify deteriorated paint in the dwelling unit, any common areas servicing the unit, and exterior surfaces of the building.
- Prior to occupancy, properly qualified personnel perform paint stabilization, and the dwelling passes a clearance exam in accordance with the standards established in 24 CFR Part 35, Subpart R.
- The home buyer receives the required lead-based paint pamphlet and notices.

According to the 2018-2022 American Community Survey (ACS) 36.7% of housing units within Richland County were built before 1980. These units likely have some level of lead-based paint and issues associated with lead, particularly in units with children aged 6 and under. There are a total of 54,337 units constructed between 1940 and 1979 which is 32 percent of the housing stock.

### **Actions planned to reduce the number of poverty-level families**

According to the 2017-2021 American Community Survey, approximately 16.8% of Richland County's residents live in poverty, while only 14.4% of the State of South Carolina residents live in poverty. Female-headed County households with children are particularly affected by poverty at 20.1%. The County's goal is to reduce the extent of poverty by 5%, based on actions the County can control and work with other agencies/organizations.

The County funded projects/activities under the following goals and strategies to reduce the number of families living in poverty:

- HMS-1 Operation/Support
- HMS-2 Prevention and Re-Housing
- SNS-2 Social Services
- CDS-4 Food Programs
- CDS-5 Public Services

During the FY 2024 Annual Action Plan, Richland County will fund the following projects that will help reduce the number of poverty level families:

- Public Service Activities:
  - Boys & Girls Club
  - Food Share SC
  - Sistercare
  - Healthy Learners
- Housing Rehabilitation
- Public Facility Improvements
- Transitional Housing Rehabilitation

- Affordable Rental Housing Development
- Housing CHDO Set-Aside
- Development of Affordable Housing
- Emergency Solutions Grant Program

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## Actions planned to develop institutional structure

To effectively implement the Five-Year Consolidated Plan and the Annual Action Plans, the County needs to collaborate with a variety of agencies located in Richland County and also in the City of Columbia. Coordination and collaboration between agencies is important to ensuring that the priorities identified in the Five-Year Consolidated Plan within the County are adequately addressed. The key agencies that are involved in the implementation of the Plan, as well as additional resources that may be available are described below.

### Public Institutions –

- **Richland County** – Richland County’s Department of Community Planning and Development will be responsible for the administration of the County’s community development programs, including some of the local programs that assist target income residents. The Department’s responsibilities will include managing and implementing the City’s affordable housing policies, including the Five-Year Consolidated Plan and related documents.
- **Columbia Housing Authority** - The Columbia Housing Authority is one of the primary owners of affordable housing within the community. The Housing Authority also administers the Housing Choice (Section 8) Voucher Program. The County will continue to work in close consultation with the Housing Authority regarding affordable housing issues in Richland County.

**Non-Profit Organizations** – There are several non-profit agencies that serve target income households in Richland County. The County will collaborate with these essential service providers. Some of them include:

- MIRCI
- Homeless No More
- Family Promise of the Midlands
- Harvest Hope
- Transitions
- Alston Wilkes Society
- United Way of the Midlands
- Catholic Charities
- Pathways to Healing
- Midlands Fatherhood Program
- SC Uplift

**Private Industry** – The private sector is an important collaborator in the services and programs associated with the Five-Year Consolidated Plan. The private sector brings additional resources and expertise that can be used to supplement existing services or fill gaps in the system. Lenders, affordable housing developers, business and economic development organizations, and private service providers offer a variety of assistance to residents such as health care, small business assistance, home loan



programs, and assisted housing, among others. The County will work closely with these agencies to meet Five-Year Consolidated Plan goals and objectives.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

Richland County is committed to continuing its participation and coordination with social service agencies, housing agencies, community and economic development agencies, County, Federal, and State agencies, as well as with the private and non-profit sectors, to serve the needs of target income individuals and families in the County. The County solicits funding requests for CDBG, HOME, and ESG funds. The County staff provides help and assistance to the public agencies that receive funding.

#### **Discussion:**

#### **Monitoring**

Richland County's Department of Community Planning and Development (Community Development Division) has the primary responsibility for monitoring the County's Annual Action Plan. The Community Development Division will maintain records on the progress toward meeting the goals and the statutory and regulatory compliance of each activity. The Department of Community Planning and Development is responsible for the ongoing monitoring of subrecipients.

For each activity authorized under the National Affordable Housing Act, the County has established fiscal and management procedures that will ensure program compliance and funding accountability. Additionally, the Department will ensure that the reports to the U.S. Department of Housing and Urban Development (HUD) are complete and accurate. The programs will be subject to the Single Audit Act.

For projects, other than CDBG funded activities, a similar reporting format will be used to monitor the Annual Action Plan progress for HOME and ESG activities.

Richland County will provide citizens with reasonable notice of, and the opportunity to comment on its Annual Action Plan in its performance under previously funded CDBG, HOME, and ESG Program Years, and substantial amendments to the Five-Year Consolidated Plan and Annual Action Plans.

Richland County will respond within fifteen (15) days in writing to any written complaints or inquiries from citizens in regard to the CDBG, HOME, and ESG Programs, its housing strategy, or its CAPER. This is described in its Citizen Participation Plan.

Richland County and its subrecipients shall comply with the requirements and standards of 2 CFR Part 200, which is the cost principals for state and local governments and their subrecipients. In addition, the County will have written agreements with each of its subrecipients.

The County will monitor its performance with meeting its goals and objectives with its Five-Year Consolidated Plan. It will review its goals on an annual basis in the preparation of its CAPER and will make adjustments to its goals as needed.

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## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

**Introduction:**

Richland County receives an annual allocation of CDBG, HOME, and ESG funds. Since the County receives these federal allocations, the questions below have been completed, as they are applicable.

### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

*Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.*

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0.00
3. The amount of surplus funds from urban renewal settlements	\$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5. The amount of income from float-funded activities	\$0.00
<b>Total Program Income:</b>	<b>\$0.00</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	\$0.00
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.0%

## **HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)**

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

Richland County does not intend to use any other forms of investment other than those described in 24 CFR 92.205(b). Not Applicable.

- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

To ensure affordability Richland County will impose either resale or recapture provisions when using HOME funds for assisting homebuyers, homeowners and/or CHDO projects. Richland County exercises the option to use both recapture and resale provisions to ensure all or a portion of the County's HOME investments will be recouped in the event the household or entity fails to adhere to the terms of the HOME agreement for the duration of the period of affordability. The provision of resale versus recapture is dependent upon the activity: Recapture activity exists for (a) Down Payment Assistance (RCHAP); (b) CHDO projects that are terminated prior to completion or (c) the Housing Rehabilitation program. Resale provision is used only for CHDO homeownership projects. And while neither resale nor recapture, when CHDO's have rental-based activity, the county reserves the right to collect procedures or allow the CHDO to retain the funds.

- 3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

HOME funds are granted to participants of RCHAP and Homeowner Rehabilitation programs in the form of deferred forgivable grants. Recapture provisions will ensure Richland County recoups all or a portion of its HOME investments based upon occupancy as principal residence through an affordability period. Another instance where HOME funds will be recaptured is when a CHDO fails to meet all conditions of a contract and as a result, the contract is terminated prior to project completion. The CHDO is then required to repay the full investment back to the County. While Richland County can structure its recapture provisions based on its program design and market conditions, the period of affordability is the basis upon which the HOME investment is recaptured as described in paragraph 24 CFR 92.25 (a)(5)(ii)(A)(5) of the HOME regulations.

Resale provisions are exercised for CHDO homeownership activities only. These provisions ensure that housing developed with HOME funding remains affordable to LMI families through a 15–20-year period of affordability. Housing is purchased and occupied as principal residence by an LMI household. The CHDO executes an instrument (restrictive covenants or a 2<sup>nd</sup> mortgage) prior to closing which will detail the resale terms that include housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and use as principal

residence. The resale requirement must also ensure the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner’s investment and any capital improvement) and ensure the housing will remain affordable to a reasonable range of low-income homebuyers. The period of affordability is based on the total amount of HOME funds invested in an activity. The document will be filed with the 1st mortgage in the County’s Register of Deeds office.

**Down Payment Assistance (RCHAP)**

The Richland County Homeownership Assistance Program (RCHAP) may provide up to \$10,000 toward the purchase of an existing home, and \$10,000 toward the purchase of a newly constructed home in down payment and closing cost assistance for those who qualify. A five (5) year Deferred Forgivable Loan agreement is used as the mechanism for a recapture provision. With this agreement the HOME assistance is forgiven over a five-year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the five-year period of affordability. If the homeowner does not live within this unit and sells the property within this five-year period, the funds are recaptured as a rate of 20 percent diminishing sliding scale per year. For example, if the housing unit sells at year three of this five-year period, the homebuyer would owe back 60 percent of the subsidy (see chart below).

The housing unit must continue to be the principal residence of the homebuyer. If the borrower does not maintain principal residency in the property for at least five-years from the date of closing, Richland County will recapture all or a portion of the HOME assistance to the homebuyer. Failure to maintain the original terms of the mortgage will result in recapture of the grant. In the case of sale; RCHAP will require repayment of funds to be distributed from the net proceeds of the sale of the property as the holder of the lien in second position. A change in the mortgage is triggered by refinancing, selling, or renting the home within the period of affordability. The recaptured amount of the grant is on a pro-rata basis determined by the amount of time the homeowner has owned and occupied the house and will be measured by the affordability period outlined below.

Home Occupancy Time Limit	Repayment Amount of Loan
Year or less	100%
2 Years (up to)	80%
3 Years (up to)	60%
4 Years (up to)	40%
5 Years (up to)	20%
5 Years and over	0% (Satisfaction of Lien)

Only the direct subsidy allotted to the homebuyer is subject to recapture.

**Owner-Occupied Rehabilitation Programs**

For the Homeowner Rehabilitation Program, HUD regulations do not require a period of affordability, however, the County self-imposes a ten to fifteen-year affordability period and a Deferred Forgivable Loan agreement as the mechanism for a recapture provision. The HOME

assistance is forgiven on a prorated basis over a ten to fifteen-year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the county’s self-imposed ten to fifteen-year periods of affordability. An applicant may only be awarded one grant from this program within a five- year period.

All Richland County loans for homeowner housing rehabilitation will be made based on the applicant’s household income verification and their ability to repay the loan and outlined below.

- **Deferred Forgivable Loans** – Assistance will be provided in the form of a deferred forgivable loan. No repayment is required. However, applicants must sign a written affidavit indicating that they will occupy the home as their primary residence for at least two (2) years after assistance is granted through the program.

The period of time where these provisions apply is referred to as the Period of Affordability. The Period of Affordability for resale requirements is determined by the amount of subsidy invested in a housing unit (HOME rule 24 CFR 92.254(a)(5)(i)) For a specific period of time (see table below) a unit if sold must be sold to another family that qualifies as low-income who will use the property as their primary residence. The original homebuyer must receive a fair return on the initial investment; and the property must be sold at a price that is affordable.

Activity	Average Per-Unit Home	Minimum Affordability Period
Rehabilitation or Acquisition of Existing Housing	<\$15,000	5 years
	\$15,000 - \$40,000	10 years
	>\$40,000	>\$40,000 15 years
Refinance of Rehabilitation Project	Any dollar amount	15 years
New Construction or Acquisition of New Housing	Any dollar amount	20 years

**Fair Return on Investment**

Richland County’s definition of fair return on investment is defined as what a homebuyer can expect back on their return if they sell their unit during the period of required affordability as referenced within their agreement. The fair return is calculated upon the objective standard for Richland County as the percentage of change in median sales prices for housing units within the median statistical area over or during the period of ownership. This calculation basis includes the original investment by the homebuyer with the addition of specific types of upgrades or additions that will add value to the property. These types of upgrades include tangible, structural improvements to the interior or exterior of the home that would remain with the home during and after a sale. These additional homebuyer-financed improvements are not financed by Richland County. A reasonable range of low-income buyers during the point of resale would be low-income buyers as defined 50%-79% current area median income. During depressed or declining market seasons (such as a time of “seller’s market”), a loss of investment does constitute a fair return.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

Richland County has no plans to refinance debt using HOME funds in FY 2024.

5. **If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**

Not Applicable.

6. **If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**

Not Applicable.

7. **If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).**

Not Applicable.

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## Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

### 1. Include written standards for providing ESG assistance (may include as attachment)

Richland County's written standards for providing ESG assistance include the following:

- **Coordination** – Each member of the Continuum of Care uses the HMIS System for client data and information. This coordination will be used to determine the services that are to be used to address the needs of the clients.
- **Prioritizing Assistance and Rapid Re-Housing** – Priority will be given to families with children since this is the group that has had the least service in the past and has the greatest need today. The CoC's Rapid Rehousing program prioritizes those who are high acuity and chronic. The CoC-funded programs prioritize families with children, those feeling domestic violence, and those unsheltered.
- **Percentage of Rent and Utilities** – Percentages of costs to be paid will be based on each individual's financial resources, on a case by case basis. Utility costs will not be paid unless arrearages are a barrier to rapid re-housing.
- **Rental Assistance** – A client will only be provided with rental assistance up to one year (12 months).
- **Housing Stabilization** – The average amount of assistance is estimated to be \$1,000 per household for ESG funds.
- **Standards and Procedures Evaluation** – Each individual or family will receive a full evaluation of their needs and case management services that are necessary to stabilize their lives.
- **Street Outreach/Essential Services** – Continuum of Care member organizations will provide street outreach on a monthly basis. Families with children will receive first priority for services.
- **Admission, Referral, Discharge, and Length of Stay** – No person will be denied services based on race, color, religion, national origin, sex, sexual orientation or gender identity, or familial status. All shelters will meet the State Fire Marshall's and State Health Department safety regulations. Accessibility for the handicapped will be provided for the disabled. Each client household will be eligible to receive financial and support services to help maintain their housing up to twenty-four (24) months. A list of rules and regulations will be provided to each applicant. A grievance policy and procedures will be in place in each shelter.
- **Assessing, Prioritizing, and Reassessing** – Each family or individual will be assigned a case manager who will follow them throughout the program. A care plan will be developed with the client and evaluated each month.



**2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.**

The Midlands Area Consortium for the Homeless (MACH) Continuum of Care operates a Coordinated Entry System (CES) across the CoC's 14 counties to help people with a housing crisis find help quickly no matter how or where they seek assistance. CES is designed to ensure that all people experiencing homelessness have fair and equal access to housing, regardless of race, color, national origin, religion, sex, age, familial status, disability, actual or perceived sexual orientation, gender identify, or marital status. The system aims to work with households to understand their strengths and needs, provide a common assessment, and connect them with housing and homeless assistance. Through a standardized assessment and vulnerability screening tools, CES strives to provide assistance to anyone in need and prioritize those with the highest service needs for federally funded housing. The target population of CES are people experiencing homelessness or imminent risk as defined by HUD.

CES works in two phases – initial assessment (Phase I) and vulnerability screening/prioritization (Phase II). Phase I starts with diversion to determine if stable housing can be maintained without a homeless service intervention. If an immediate intervention is still needed after diversion attempts a CES Phase I Assessment is completed in HMIS based on the HUD universal data elements. After initial assessment, the client is referred to resources that best meet their needs and eligibility. Referrals may include prevention funds and sheltering. If the client is assessed to have further long-term needs for housing Phase II is initiated. Phase II includes use of the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) vulnerability screening tool. The CoC operates a single, prioritization listing that incorporates the results of the vulnerability screening tool in an addition to length of time homeless (rather than individual agency waitlists). Those with the highest vulnerability and length of time experiencing homelessness are prioritized for federally funded permanent supportive housing.

**3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).**

Richland County Grants & Community Outreach is the department that awards ESG funding to nonprofit organizations. Awards are made through an application and scoring process judged by the County Grants & Community Outreach staff.

Applicants are evaluated based on the following criteria:

- Prior Performance
- Applicant Capacity
- Fiscal Capacity
- Proposed Project

Upon completing the review process, the evaluation team will prepare the rankings of all applicants. Then the final selections of who will receive ESG funds is determined. Successful applicants will be sent a Notice of Intent to Award and offered an opportunity to negotiate an agreement with the County staff.

**4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.**

Richland County consults with agencies, organizations, and the Midlands Area Consortium for the Homeless (MACH) Continuum of Care. MACH has a formerly homeless person on the board. Several organizations representing the homeless population were contacted for input during the planning process and the public meeting was advertised.

**5. Describe performance standards for evaluating ESG.**

Richland County continued to consult with the Continuum of Care to determine the ESG funding priorities to assist homeless persons. The Continuum of Care assisted in the decision-making process for the development of the ESG program. Richland County worked with the Continuum of Care to develop performance standards for projects and activities assisted by ESG funds, including reviewing the standards that the Continuum of Care has established for their sub-grantees.

## Discussion

### CDBG Program Income:

Richland County does not anticipate that it will receive any Program Income during this program year.

### CDBG Percentage:

- Administrative Percentage: 20.0%
- Public Service Percentage: 14.83%
- Low- and Moderate-Income Percentage: 100.0%
- Slum and Blight Activities: 0.0%

Richland County solicited applications for CDBG funds; applications were sent out to a list of agencies, organizations, municipalities, County Departments, and housing providers that had previously submitted an application or which had expressed an interest in submitting an application. The applications were reviewed by the county staff for eligibility and fundability.

Richland County does not limit beneficiaries or provide preference to any segment of the low/mod income population.

**HOME Program Income:**

- Richland County anticipates it will receive \$15,000 in HOME program income during this program year.

**HOME Match:**

- Richland County has excess HOME Match funds from previous years in the amount of \$114,786 as reported in the FY 2022 CAPER. Richland County will have additional HOME Match from bond funds, Federal Home Loan Bank, and other private funds during this program year.

**CHDO Organizations:**

- Richland County has not certified any Community Housing Development Organizations (CHDOs). Once a project has been identified the County will certify the organization based on the project.

**HOME Percentage:**

- Administrative Percentage: 10.0%
- CHDO Set-Aside: 15.0%

Richland County will solicit applications for HOME and HOME CHDO funds; applications are sent out to a list of agencies, organizations, and housing providers that have previously submitted an application or which have expressed an interest in submitting an application. The application is reviewed by the county staff and any questions are discussed with the applicant.

Richland County does not limit beneficiaries or provide preference to any segment of the low/mod income population.

**ESG Match Requirement:**

- Richland County will have \$151,468 in ESG Match during this program year. The ESG Match will come from local and state funds, as well as donations and grants to the ESG sub-grantees.

## Richland County Council Request for Action

**Subject:**

Case # 24-009MA  
Aaron Breeden  
HM to GC (9.18 Acres)  
E/S Hard Scrabble Road  
TMS # R20300-03-02

**Notes:**

First Reading: June 25, 2024  
Second Reading: July 2, 2024  
Third Reading:  
Public Hearing: June 25, 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 # R20300-03-02 FROM HOMESTEAD DISTRICT (HM) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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:        June 25, 2024  
First Reading:        June 25, 2024  
Second Reading:      July 2, 2024  
Third Reading:        July 16, 2024

## Richland County Council Request for Action

**Subject:**

Case # 24-011MA  
Denise Lawson  
RT to GC (0.69 Acres)  
1710 Dutch Fork Road  
TMS # R02408-02-03

**Notes:**

First Reading: June 25, 2024  
Second Reading: July 2, 2024  
Third Reading:  
Public Hearing: June 25, 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 # R02408-02-03 FROM RESIDENTIAL TRANSITION DISTRICT (RT) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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:        June 25, 2024  
First Reading:        June 25, 2024  
Second Reading:      July 2, 2024  
Third Reading:        July 16, 2024

## Richland County Council Request for Action

**Subject:**

Case # 24-015MA  
Megan Newbold  
GC to MU3 (1.53 Acres)  
3003 Two Notch Road  
TMS # R11613-02-02

**Notes:**

First Reading: June 25, 2024  
Second Reading: July 2, 2024  
Third Reading:  
Public Hearing: June 25, 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 # R11613-02-02 FROM GENERAL COMMERCIAL DISTRICT (GC) TO COMMUNITY MIXED-USE DISTRICT (MU3); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R11613-02-02 from General Commercial District (GC) to Community Mixed-Use District (MU3).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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:        June 25, 2024  
First Reading:        June 25, 2024  
Second Reading:      July 2, 2024  
Third Reading:        July 16, 2024

## Richland County Council Request for Action

**Subject:**

Case # 24-016MA  
Phillip Bradley  
R3 to R5 (21.24 Acres)  
S/E Rabon Road  
TMS # R17112-01-01 (portion of)

**Notes:**

First Reading: June 25, 2024  
Second Reading: July 2, 2024  
Third Reading:  
Public Hearing: June 25, 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 # R17112-01-01 (PORTION OF) FROM RESIDENTIAL THREE DISTRICT (R3) TO RESIDENTIAL FIVE DISTRICT (R5); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17112-01-01 (portion of) from Residential Three District (R3) to Residential Five District (R5).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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:        June 25, 2024  
First Reading:        June 25, 2024  
Second Reading:      July 2, 2024  
Third Reading:        July 16, 2024

# Richland County Council Request for Action

**Subject:**

An Ordinance Authorizing an easement to the City of Columbia for a sanitary sewer main located at 1871 Omarest Drive, Richland County TMS #07415-01-01(p)

**Notes:**

June 25, 2024 – The Development & Services Committee recommends providing an easement to the City of Columbia for the installation of a new sanitary sewer line on Richland County property located at 1871 Omarest, tax map number R07415-01-01. This recommendation is contingent on the construction schedule and road repair approved by the County.

First Reading: July 2, 2024

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>	Shirani W Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	May 31, 2024	<b>Meeting Date:</b>	June 25, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 13, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	June 10, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 7, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	City of Columbia - Sanitary Sewer Easement Request at 1871 Omarest Dr		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends providing an easement to the City of Columbia for the installation of a new sanitary sewer line on Richland County property located at 1871 Omarest, tax map number R07415-01-01. This recommendation is contingent on the construction schedule and road repair approved by the County.

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.

**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:

The City of Columbia sanitary sewer department is requesting an exclusive 25-foot easement and a non-exclusive 25-foot access easement with a 10-foot temporary easement for construction purposes as shown on the attached exhibit prepared by Stantec Consulting. The easement will extend along the eastern property boundary of the County owned parcel R07415-01-01. The request for another easement is to install a parallel sewer line to increase capacity.

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

- Goal 1: Foster Good Governance
  - Objective 1.5: Collaborate with other governments

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

To reduce interruption to the on-site row club that utilizes this property, the construction period is restricted to July and August. The new sewer line will require the closing of the access road through the property. This access will not be closed or excavated until June 30, 2024. The replacement of the access road will be 18-feet wide with 6 inches of crushed aggregate base and open to users by September 15, 2024.

#### ATTACHMENTS:

1. Easement Document
2. Easement Exhibit
3. Aerial Map
4. Ordinance

STATE OF SOUTH CAROLINA )

## EASEMENT

COUNTY OF RICHLAND )

For and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, **RICHLAND COUNTY** (also hereinafter referred to as "Grantor") does hereby grant unto the said **CITY OF COLUMBIA** (also hereinafter referred to as "Grantee"), its successors and assigns (I) a permanent, exclusive easement, **twenty-five (25) feet in width**, (II) a permanent, non-exclusive access easement, **twenty-five (25) feet in width**, also a 10' temporary easement for construction purpose only, and with the right of access, ingress and egress at all times for the purpose of constructing, operating, reconstructing and maintaining a **sanitary sewer main**, and with the right to remove shrubbery, trees and other growth from the easement area and any trees which must be removed shall be moved from the premises and any damages that are incurred due to the performance of work by the City of Columbia shall be restored to as nearly as practicable to the original condition upon completion of the construction, said easement to run through the property which Grantor owns or in which Grantor has an interest, situate, lying and being

In the State of South Carolina, County of Richland, in the City of Columbia, located on the southwestern side of the Broad River, Columbia, SC 29212 and being further identified as a portion of Richland County tax map number 07415-01-01, as shown on tax maps prepared by the Office of the Richland County Tax Assessor, 2022 Edition.

A permanent, exclusive easement for a sanitary sewer main, twenty-five (25) feet in width; beginning on the southeastern property line of the subject property at the southwestern boundary of an existing 25' City of Columbia Sanitary Sewer Easement (CF#60-35) at a point seventy-six and thirty-five hundredths (76.35) feet southwest of the southeastern property corner of the subject property and extending therefrom N08°32'16.54"W along the subject property and adjacent to the southwestern boundary of the aforesaid 25' City Sewer Easement, for a distance of ninety-four and twenty-six hundredths (94.26) feet to a point; thence turning and extending therefrom N13°50'55.42"W along the subject property and adjacent to the southwestern boundary of the aforesaid 25' City Sewer Easement, for a distance of four hundred forty-four and sixty-eight hundredths (444.68) feet to a point; thence turning and extending therefrom N25°59'08.15"W along the subject property and adjacent to the southwestern boundary of the aforesaid 25' City Sewer Easement, for a distance of two hundred ninety-one and forty-eight hundredths (291.48) feet to a point; thence turning and extending therefrom N12°09'41.90"W along the subject property and adjacent to the southwestern boundary of the aforesaid 25' City Sewer Easement, for a distance of two hundred thirty-two and eight hundredths (232.08) feet to a point; thence turning and extending therefrom N12°57'18.79"W along the subject property and adjacent to the



northwestern boundary of the aforesaid 25' City Sewer Easement, for a distance of three hundred three and one hundredth (303.01) feet to a point; thence turning and extending therefrom N13°15'09.59"W along the subject property and adjacent to the southwestern boundary of the aforesaid 25' City Sewer Easement, for a distance of two hundred seventy-eight and eighty-one hundredths (278.81) feet to a point; thence turning and extending therefrom N17°50'18.00"W along the subject property and adjacent to the northwestern boundary of the aforesaid 25' City Sewer Easement, for a distance of seventy-eight and eleven hundredths (78.11) feet to a point to intersect the northwestern property line of the subject property; thence turning and extending therefrom S81°50'57.26"W along the northwestern property line of the subject property, for a distance of twenty-five and thirty-six hundredths (25.36) feet to a point; thence turning and extending therefrom S17°50'18.00"E along the subject property, for a distance of eighty-one and thirty-seven hundredths (81.37) feet to a point; thence turning and extending therefrom S13°15'09.59"E along the subject property, for a distance of two hundred seventy-seven and seventy-four hundredths (277.74) feet to a point; thence turning and extending therefrom S12°57'18.79"E along the subject property, for a distance of three hundred two and seventy-seven hundredths (302.77) feet to a point; thence turning and extending therefrom S12°09'41.90"E along the subject property, for a distance of two hundred thirty-four and ninety-four hundredths (234.94) feet to a point; thence turning and extending therefrom S25°59'08.15"E along the subject property, for a distance of two hundred ninety-one and eighty-five hundredths (291.85) feet to a point; thence turning and extending therefrom S13°50'55.42"E along the subject property, for a distance of four hundred forty and eighty-seven hundredths (440.87) feet to a point; thence turning and extending therefrom S08°32'16.54"E along the subject property, for a distance of ninety-five and eighty-nine hundredths (95.89) feet to intersect the southeastern property line of the subject property; thence turning and extending therefrom N75°04'59.80"E along the southeastern property line of the subject property, for a distance of twenty-five and sixteen hundredths (25.16) feet to a point, also being the point of beginning; thence terminating. Be all measurements a little more or less.

A permanent, non-exclusive access easement for access to a sanitary sewer main, twenty-five (25') feet in width; beginning on the subject property at a point one hundred one and ninety-seven hundredths (101.97) feet southwest of the southeastern property corner of the subject property and extending therefrom N08°32'16.54"W along the subject property, for a distance of twenty-five and twenty-two hundredths (25.22) feet to a point; thence turning and extending therefrom S73°56'45.73"W along the subject property, for a distance of one hundred forty-five and eighty-eight hundredths (145.88) feet to intersect the southwestern property line of the subject property and the northeastern right-of-way of Omarest Drive cul-de-sac (Richland County); thence turning and extending therefrom in a southeasterly curvilinear direction along the southwestern property line of the subject property and the northeastern right-of-way of Omarest Drive cul-de-sac, for a distance of forty and twenty-three hundredths (40.23) feet to a point; thence turning and extending therefrom N73°56'45.73"E along the subject property, for a distance of one



hundred twelve and forty-five hundredths (112.45) feet to a point, also being the point of beginning; thence terminating, Be all measurements a little more or less.

Also, a 10' temporary construction easement as more clearly shown on the attached Exhibit "A". Said temporary construction easement shall expire upon completion of this project, subject to resurrection upon circumstances posing a danger to health and safety.

This easement being more clearly shown and delineated on an easement drawing for Broad River Sanitary Sewer Force Main Replacement and Gravity Sewer Capacity Improvements, Phase 2, CIP Project #SS7589-02, drawings 2A and 2B of 7, dated March 23, 2022, prepared by Stantec Consulting Service, Inc. for the City of Columbia, South Carolina, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-544.

A copy of said easement drawings being attached hereto and made a part hereof as Exhibit "A".

(VAL)  
EASEMENT #2 of 7

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

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

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

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**RICHLAND COUNTY**

\_\_\_\_\_  
(Witness #1 Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness #2 Signature)

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

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

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )                      ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_  
(Name & Title of Officer)

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

\_\_\_\_\_  
(Notary's Signature)

NOTARY PUBLIC FOR: \_\_\_\_\_  
(State)

MY COMMISSION EXPIRES: \_\_\_\_\_  
(Date)

**ATTORNEY CERTIFICATION**

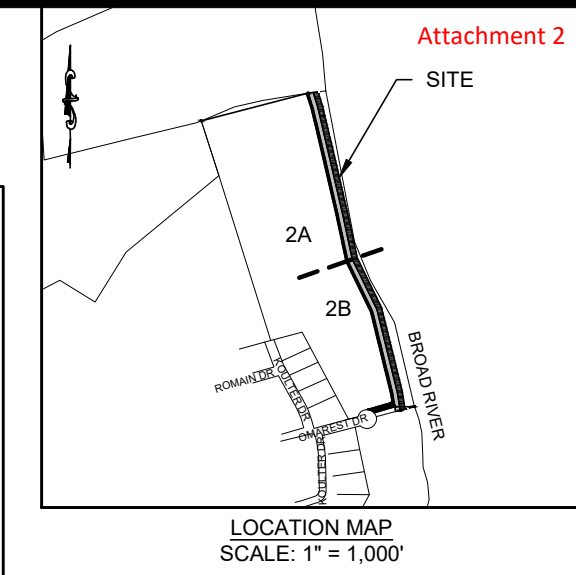
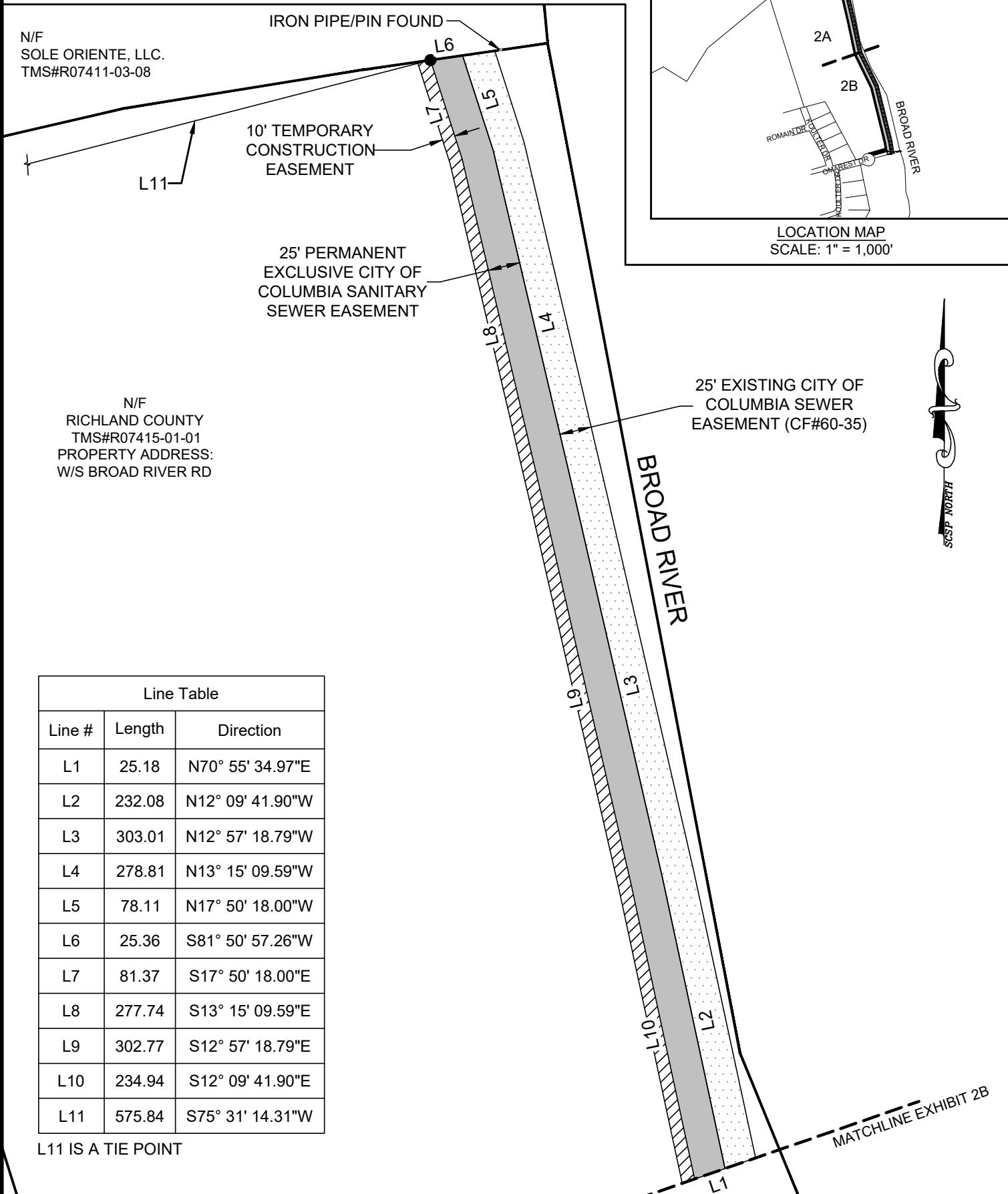
I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_ does hereby certify that I supervised the execution of the attached Easement for CIP#SS7589-02 Phase 2, Broad River Sanitary Sewer Force Main Replacement and Gravity Sewer Capacity Improvements, with Richland County, as Grantor and the City of Columbia, as Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(SIGNATURE)                      State Bar Number \_\_\_\_\_

REFERENCES:

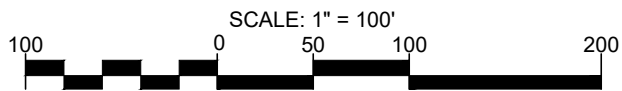
- DEED BOOK D597 PAGE 348.
- HORIZONTAL COORDINATES (NAD 83) AND ELEVATIONS (NAVD 88) BASED ON SC VRS NETWORK.
- RICHLAND COUNTY TAX MAP SHEET R07415; 2022 EDITION.
- DRAWING BASED ON COMPILATIONS ONLY. NO BOUNDARY SURVEY PERFORMED.

Attachment 2



Line Table		
Line #	Length	Direction
L1	25.18	N70° 55' 34.97"E
L2	232.08	N12° 09' 41.90"W
L3	303.01	N12° 57' 18.79"W
L4	278.81	N13° 15' 09.59"W
L5	78.11	N17° 50' 18.00"W
L6	25.36	S81° 50' 57.26"W
L7	81.37	S17° 50' 18.00"E
L8	277.74	S13° 15' 09.59"E
L9	302.77	S12° 57' 18.79"E
L10	234.94	S12° 09' 41.90"E
L11	575.84	S75° 31' 14.31"W

L11 IS A TIE POINT








RICHLAND COUNTY TMS# R07415-01-01 OWNER: RICHLAND COUNTY ADDRESS: PO BOX 192 COLUMBIA, SC 29202	<b>EASEMENT EXHIBIT</b> <b>CITY OF COLUMBIA</b> DEPARTMENT OF ENGINEERING COLUMBIA, SOUTH CAROLINA																				
<table border="0" style="width:100%;"> <tr> <td style="width:15%;"></td> <td>TEMPORARY CONSTRUCTION EASEMENT (Total: 0.39 AC)</td> </tr> <tr> <td></td> <td>25' PERMANENT NON-EXCLUSIVE CITY OF COLUMBIA SANITARY SEWER EASEMENT (Total: 0.072 AC)</td> </tr> <tr> <td></td> <td>25' PERMANENT EXCLUSIVE CITY OF COLUMBIA SANITARY SEWER EASEMENT (Total: 0.99 AC)</td> </tr> <tr> <td></td> <td>EXISTING CITY OF COLUMBIA SANITARY SEWER EASEMENT</td> </tr> </table>		TEMPORARY CONSTRUCTION EASEMENT (Total: 0.39 AC)		25' PERMANENT NON-EXCLUSIVE CITY OF COLUMBIA SANITARY SEWER EASEMENT (Total: 0.072 AC)		25' PERMANENT EXCLUSIVE CITY OF COLUMBIA SANITARY SEWER EASEMENT (Total: 0.99 AC)		EXISTING CITY OF COLUMBIA SANITARY SEWER EASEMENT	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">SCALE: 1" = 100'</td> <td style="width:40%; text-align: center;">                     PREPARED BY                      STANTEC CONSULTING SERVICES, INC.                      SURVEYED BY                      CHAO AND ASSOCIATES, INC.                      CONSULTING ENGINEERS &amp; SURVEYORS                 </td> <td style="width:40%;">DRAWN BY: KWR</td> </tr> <tr> <td>DATE: 3/23/2022</td> <td colspan="2" style="text-align: center;">                     PROJECT NAME                      BROAD RIVER SANITARY SEWER FORCE MAIN REPLACEMENT                      AND GRAVITY SEWER CAPACITY IMPROVEMENTS                 </td> </tr> <tr> <td colspan="2">PHASE 2 - I-20 TO BROAD RIVER PUMP STATION - 7 EASEMENTS</td> <td>EXHIBIT 2A OF 7</td> </tr> <tr> <td>CIP # SS7589-02</td> <td colspan="2">REVISION DATE:</td> </tr> </table>	SCALE: 1" = 100'	PREPARED BY STANTEC CONSULTING SERVICES, INC. SURVEYED BY CHAO AND ASSOCIATES, INC. CONSULTING ENGINEERS & SURVEYORS	DRAWN BY: KWR	DATE: 3/23/2022	PROJECT NAME BROAD RIVER SANITARY SEWER FORCE MAIN REPLACEMENT AND GRAVITY SEWER CAPACITY IMPROVEMENTS		PHASE 2 - I-20 TO BROAD RIVER PUMP STATION - 7 EASEMENTS		EXHIBIT 2A OF 7	CIP # SS7589-02	REVISION DATE:	
	TEMPORARY CONSTRUCTION EASEMENT (Total: 0.39 AC)																				
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SCALE: 1" = 100'	PREPARED BY STANTEC CONSULTING SERVICES, INC. SURVEYED BY CHAO AND ASSOCIATES, INC. CONSULTING ENGINEERS & SURVEYORS	DRAWN BY: KWR																			
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CIP # SS7589-02	REVISION DATE:																				
CF#250-544	131 of 360																				

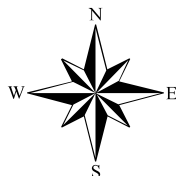
# 1871 Omarest Drive



EagleView

### Roads Maintenance

-  Interstate
-  SCDOT
-  County Paved
-  Private or Other
-  Columbia



1 inch = 675 feet



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

AN ORDINANCE AUTHORIZING AN EASEMENT TO THE CITY OF COLUMBIA FOR SANITARY SEWER MAIN LOCATED AT 1871 OMAREST DRIVE; RICHLAND COUNTY TMS #07415-01-01(P).

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 an easement to a sanitary sewer main to The City of Columbia located at 1871 Omarest Drive; also identified as a portion of Richland County TMS #07415-01-01; as specifically described in the Easement, 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:**

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

**Notes:**

June 25, 2024 – The Development & Services Committee recommends providing an easement to the City of Columbia for the installation of an additional storm drainage pipe on Richland County property located at 1403 Jim Hamilton Blvd., also known as Owens Field (R13702-01-30).

First Reading: July 2, 2024

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>	Shirani W Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	May 31, 2024	<b>Meeting Date:</b>	June 25, 2024
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 14, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	June 10, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 7, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	City of Columbia - Storm Drainage Easement Request-1403 Jim Hamilton Blvd		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends providing an easement to the City of Columbia for the installation of an additional storm drainage pipe on Richland County property located at 1403-Jim Hamilton Blvd, also known as Owens Field (R13702-01-30).

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.

**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:**

The City of Columbia is requesting an exclusive variable width easement and a temporary 12.5-foot construction easement for the purpose of installing and maintaining a stormwater drainage pipe as shown on the exhibit prepared by Cox and Dinkins. The City has an existing 50-foot drainage easement directly adjacent to this request.

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

- Goal 1: Foster Good Governance
  - Objective 1.5: Collaborate with other governments

#### **ATTACHMENTS:**

1. Easement Agreement
2. Easement Exhibit
3. Ordinance



STATE OF SOUTH CAROLINA )

## EASEMENT

COUNTY OF RICHLAND )

For and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, **RICHLAND COUNTY** (also hereinafter referred to as "Grantor") does hereby grant unto the **CITY OF COLUMBIA** (also hereinafter referred to as "Grantee"), its successors and assigns, a permanent, exclusive easement **variable (0' to 4.51') feet in width**, also a 12.5' temporary construction easement, together with the right of ingress and egress at all times for the purpose of constructing, operating, reconstructing and maintaining a **storm drainage line** and with the right to remove shrubbery, trees and other growth from the easement area provided that the property will be restored as nearly as practicable to its original condition upon completion of the construction and any trees which must be removed shall be moved from the premises, and any damaged shrubbery will be replaced with the same variety from nursery stock, said easement to run through the property which Grantor owns or in which Grantor has an interest, situate, lying and being:

In the State of South Carolina, County of Richland, in the city of Columbia, located at 1403 Jim Hamilton Boulevard, Columbia, SC 29205, Owens Field Park, and being further identified as a portion of Richland County tax map number 13702-01-30, as shown on tax maps prepared by the office of the Richland County Tax Assessor, 2022 Edition.

A permanent, exclusive easement for a storm drainage line, variable feet in width and having the following perimeter measurements: beginning on the common boundary of the easternmost / northwestern property line of the subject property and the southeastern property line of Richland County TMS#13703-01-03, n/f Julian at a point fifty-six and forty hundredths (56.40) feet northeast of the southeastern property corner of said TMS#13703-01-03; thence extending therefrom in a southwesterly direction along the easternmost / northwestern property line of the subject property, for a distance four and fifty-one hundredths (4.51) feet to a point; thence turning and extending therefrom in a southeasterly direction along the subject property, for a distance of seventy-seven and sixty-two hundredths (77.62) feet to a point; thence turning and extending therefrom in a northwesterly direction along the subject property, for a distance of seventy-nine and forty-eight hundredths (79.48) feet to intersect the easternmost / northwestern property line of the subject property, also being the point of the beginning; thence terminating. Be all measurements a little more or less.

Also, a 12.5' temporary construction easement as more clearly shown on the attached Exhibit "A". Said temporary easement shall expire upon completion of the project, subject to resurrection upon circumstances posing a danger to health and safety.

This easement being more clearly shown and delineated on an easement drawing for Storm Drainage Improvements to Shandon West Watershed South, Phase 2, CIP Project #SD8325, drawing 4 of 24, dated May 16, 2022, prepared by Cox and Dinkins for the City of Columbia, South Carolina and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under CF# 250-558.

A copy of said easement drawing being attached hereto and made a part hereof as Exhibit "A".

AO

Easement 4 of 24

APPROVED AS TO FORM  
  
 Legal Department City of Columbia, SC  
 9/20/2022

To have and to hold the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

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

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

WITNESSES:

**RICHLAND COUNTY**

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

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

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

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

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

STATE OF SOUTH CAROLINA )

**ACKNOWLEDGMENT**

COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
(NAME & TITLE OF OFFICER)

of \_\_\_\_\_ on behalf of the within-named Grantor.  
(CITY & STATE)

\_\_\_\_\_  
(Notary's Signature)

NOTARY PUBLIC FOR STATE OF \_\_\_\_\_  
(State)

MY COMMISSION EXPIRES \_\_\_\_\_  
(Date)

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_ do hereby certify that I supervised the execution of the attached Easement for Storm Drainage Improvements to Shandon West Watershed South, Phase 2; CIP#SD8325 with Richland County, as Grantor and the City of Columbia, as Grantee this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature) State Bar Number: \_\_\_\_\_




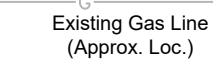
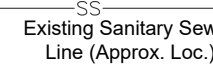
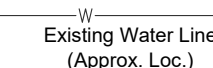
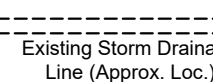
**NOTES:**

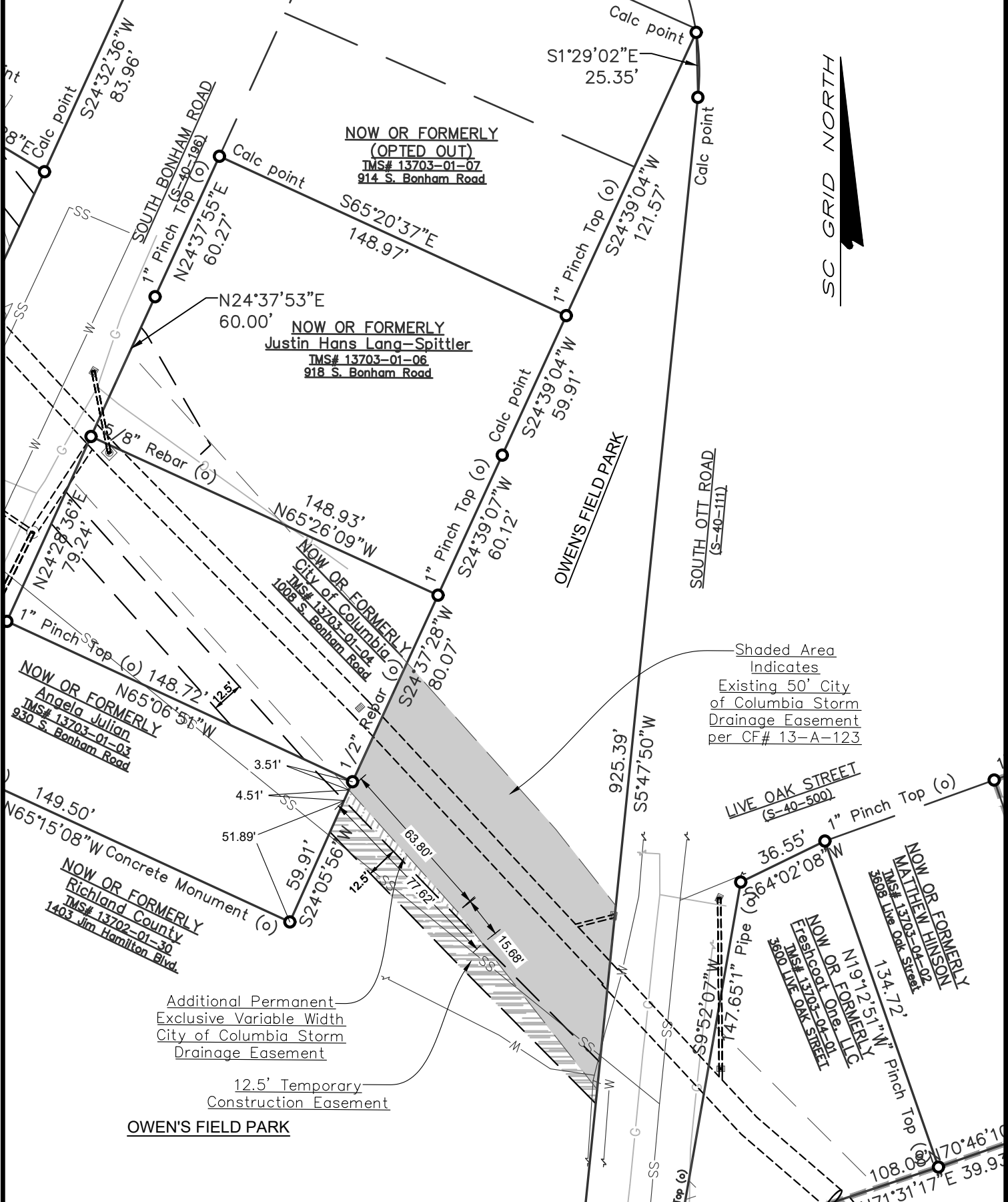
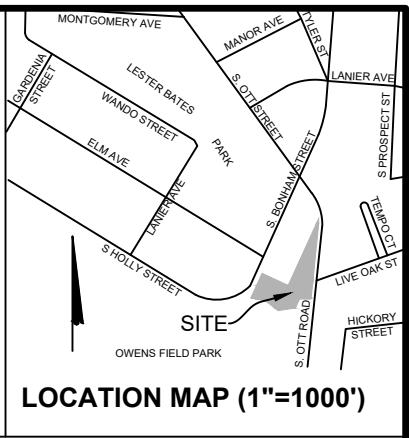
1. THIS EXHIBIT IS FOR THE CONVEYANCE OF STORM DRAINAGE AND CONSTRUCTION EASEMENTS. IT IS NOT TO BE USED FOR THE CONVEYANCE OF REAL PROPERTY.
2. OWNERSHIP AND TAX MAP INFORMATION IS TAKEN FROM THE RICHLAND COUNTY GIS WEBSITE (2022).
3. OTHER IMPROVEMENTS AND UTILITIES ARE NOT SHOWN.
4. BOUNDARY LINES ARE COMPILED FROM PLATS AND DEEDS ON FILE IN OUR OFFICE. SOME PROPERTY CORNERS ARE COMPUTED POINTS AND ARE NOT SURVEYED.
5. RICHLAND COUNTY TMS# 13702, 2022 EDITION.

**REFERENCES:**

1. RICHLAND COUNTY DEED BOOK 2109, PAGE 3206
2. RICHLAND COUNTY PLAT BOOK 2102, PAGE 1223

**LEGEND:**

-  Proposed Additional Permanent Exclusive City of Columbia Storm Drainage Easement (Total: 0.004 AC)
-  Proposed Temporary Construction Easement (Total: 0.036 AC)
-  Existing Exclusive City of Columbia Variable Width Storm Drainage Easement
-  Existing Gas Line (Approx. Loc.)
-  Existing Sanitary Sewer Line (Approx. Loc.)
-  Existing Water Line (Approx. Loc.)
-  Existing Storm Drainage Line (Approx. Loc.)



**PROPERTY INFORMATION:**  
 OWNER: RICHLAND COUNTY  
 ADDRESS: P.O. Box 192  
 Columbia, SC 29202  
 TMS Number: 13702-01-30

1" = 50'

CIP# SD8325



**COX AND DINKINS**  
 ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS  
 724 BELTLINE BLVD.  
 COLUMBIA, SC 29205  
 803.254.0618  
 COXANDDINKINS.COM

EASEMENT EXHIBIT PREPARED FOR

**CITY OF COLUMBIA**  
 DEPARTMENT OF ENGINEERING  
 COLUMBIA, SOUTH CAROLINA

STORM DRAINAGE IMPROVEMENTS TO  
 SHANDON WEST WATERSHED SOUTH PHASE 2

MAY 16, 2022 SHEET 4 OF 24  
 CF# 250-558

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

AN ORDINANCE AUTHORIZING EASEMENT TO THE CITY OF COLUMBIA FOR A STORM DRAINAGE LINE LOCATED AT 1403 JIM HAMILTON BOULEVARD; RICHLAND COUNTY TMS #13702-01-30(P).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant an easement for a storm drainage line to The City of Columbia, located at 1403 Jim Hamilton Boulevard; a portion of Richland County TMS #13702-01-30, as specifically described in the Easement, 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:**

An Ordinance Authorizing an easement to the City of Columbia for sanitary sewer main located at the South Side of Plowden Road; Richland County TMS #13608-01-13(p)

**Notes:**

June 25, 2024 – The Development & Services Committee recommends providing an easement to the City of Columbia for the reconstruction of a sanitary sewer main on Richland County property R13608-01-13, described as south of Plowden Rd., a portion of the Jim Hamilton Airport. This recommendation is contingent on the construction plans and specifications containing language provided by the Airport General Manager.

First Reading: July 2, 2024

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>	Shirani W Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	May 31, 2024	<b>Meeting Date:</b>	June 25, 2024
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 14, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	June 10, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 7, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	City of Columbia - Sanitary Sewer Easement Request on parcel R13608-01-13		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends providing an easement to the City of Columbia for the reconstruction of a sanitary sewer main on Richland County property R13608-01-13, described as south of Plowden Rd, a portion of the Jim Hamilton Airport. This recommendation is contingent on the construction plans and specifications containing language provide by the Airport General Manager.

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.

**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:

The City of Columbia is requesting an exclusive variable width sanitary sewer easement and a temporary non-exclusive variable width sanitary sewer easement for construction purposes as shown on the attached exhibit prepared by Michael Baker. The easement will extend through the County owned parcel R13608-01-13. This request for is for the purpose of reconstructing and maintaining the sewer main.

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

- Goal 1: Foster Good Governance
  - Objective 1.5: Collaborate with other governments

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

This project is in the approach for Runway 31 at the Jim Hamilton Airport. Equipment height limitations will be followed. Equipment will be properly marked with flagging and lights as required, and booms must be stowed when not in use.

The City will be required to file an advisory with the FAA prior to any work beginning. This filing will provide proper notification and assurance that work does not impact the Airport or its operations; the filing will generate a Determination of No Hazard to Air Navigation.

#### ATTACHMENTS:

1. Easement Agreement
2. Easement Exhibit
3. Aerial Map
4. Ordinance

STATE OF SOUTH CAROLINA )

EASEMENT

COUNTY OF RICHLAND )

For and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, **RICHLAND COUNTY** (also hereinafter referred to as "Grantor") does hereby grant unto the said **CITY OF COLUMBIA** (also hereinafter referred to as "Grantee"), its successors and assigns, a permanent, exclusive easement variable **(16.84' to 56.24') feet in width**, also a variable (0' to 56') feet in width temporary easement for construction purposes only, also a variable (8.14' to 11.18') feet in width temporary easement for construction purposes only, together with the right of ingress and egress at all times for purpose of constructing, operating, reconstructing and maintaining a **sanitary sewer main**, and with the right to remove shrubbery, trees and other growth from the easement area and any trees which must be removed shall be moved from the premises and any damages that are incurred due to the performance of work by the City of Columbia shall be restored to as nearly as practicable to the original condition upon completion of the construction, said easement to run through the property which Grantor owns or in which Grantor has an interest, situate, lying and being

In the State of South Carolina, County of Richland, in the City of Columbia, located south of Plowden Road, Columbia, SC 29201 and being further identified as a portion of Richland County tax map number 13608-01-13, as shown on tax maps prepared by the Office of the Richland County Tax Assessor, 2022 Edition.

A permanent, exclusive easement for a sanitary sewer main, variable feet in width; beginning on the common boundary of the southwestern property line of the subject property and the northeastern boundary of Richland County Tax Map Number 13608-01-02, n/f Southern Region Industrial Realty, at a point two hundred seventy-seven and forty-eight hundredths (277.48) feet northwest of the southeastern property corner of the subject property and extending therefrom in a northwesterly direction along the subject property, for a distance of one hundred twenty-four and ninety-six hundredths (124.96) feet to a point; thence turning and extending therefrom in a northeasterly direction along the subject property, for a distance of fifty-four and seventeen hundredths (54.17) feet along the subject property to intersect the southwestern boundary of an existing variable width City of Columbia Sanitary Sewer Easement (CF#-37-12 and CF#37-04); thence turning and extending therefrom in a northwesterly direction along the southwestern boundary of said existing City Sewer Easement, for a distance of eight and twenty-eight hundredths (8.28) feet to a point; thence turning and extending therefrom in a northeasterly direction along the subject property and the northwestern boundary of the said City Sewer Easement, for a distance of twelve and fifty-nine hundredths (12.59) feet to intersect the northeastern property line of the subject property and the southwestern right-of-way of S. Beltline Boulevard (S-40-48); thence turning and extending therefrom in a northwesterly direction along the northeastern property line of the subject property and the southwestern right-of-way of

APPROVED AS TO FORM



Legal Department City of Columbia, SC

8/19/2022



S. Beltline Boulevard (S-40-48), for a distance of sixteen and eighty-four hundredths (16.84) feet at a point; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of sixty-six and sixty-six hundredths (66.66) feet to a point; thence turning and extending therefrom in a southeasterly direction along the subject property, for a distance of ninety and thirty-seven hundredths (90.37) feet to intersect the southwestern property line of the subject property; thence turning and extending therefrom in a southeasterly direction along the southwestern property line of the subject property, for a distance of fifty-six and twenty-four hundredths (56.24) feet to the point of beginning; thence terminating. Be all measurements a little more or less.

Also, two variable feet in width temporary construction easements as more clearly shown on the attached Exhibit "A". Said temporary easements shall expire upon completion of this project, subject to resurrection upon circumstances posing a danger to health and safety.

This easement being more clearly shown and delineated on an easement drawing for Gills Creek Relief Sewer, Phase I, CIP Project #SS7562, drawing 10 of 11, dated June 2, 2022, last revised September 12, 2022, prepared by Michael Baker International for the City of Columbia, South Carolina, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-582.

A copy of said easement drawing being attached hereto and made a part hereof as Exhibit "A".

(VAL)  
EASEMENT #10 of 11

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

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

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

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES:

**RICHLAND COUNTY**

\_\_\_\_\_  
(Witness #1 Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness #2 Signature)

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

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

STATE OF SOUTH CAROLINA )

**ACKNOWLEDGEMENT**

COUNTY OF RICHLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_  
(Name & Title of Officer)

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

\_\_\_\_\_  
(Notary's Signature)

NOTARY PUBLIC FOR: \_\_\_\_\_  
(State)

MY COMMISSION EXPIRES: \_\_\_\_\_  
(Date)

**ATTORNEY CERTIFICATION**




I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_ does hereby certify that I supervised the execution of the attached Easement for CIP#SS7562 Phase 1, Gills Creek Relief Sewer, with Richland County, as Grantor and the City of Columbia, as Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

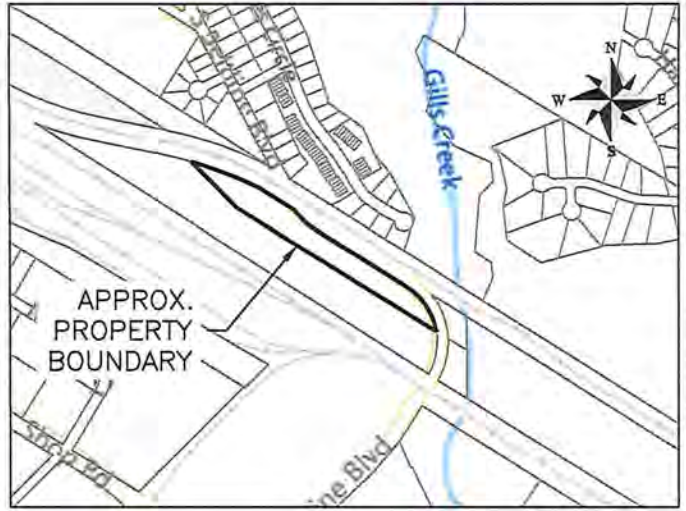
\_\_\_\_\_  
SIGNATURE State Bar Number: \_\_\_\_\_



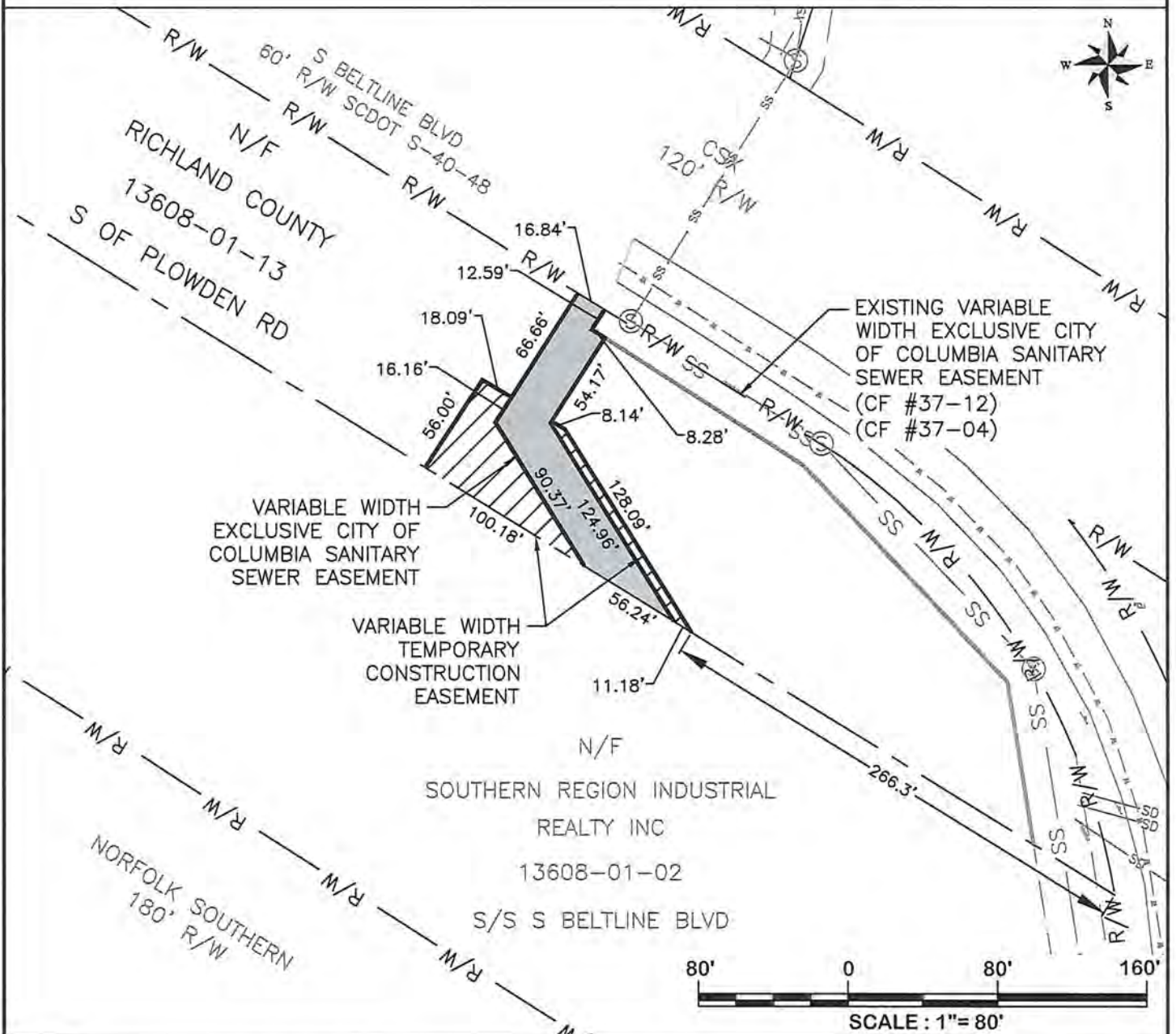
REFERENCES:

1. COORDINATES PROVIDED ARE BASED ON SC STATE PLAN, NAD83, NGVD88, INTERNATIONAL FOOT.
2. RICHLAND COUNTY TAX MAP SHEET R13608; 2022 EDITION.

-  VARIABLE WIDTH EXISTING EXCLUSIVE CITY OF COLUMBIA SANITARY SEWER EASEMENT (0.188 ACRE) CF#37-12 & CF#37-04
-  VARIABLE WIDTH EXCLUSIVE CITY OF COLUMBIA SANITARY SEWER EASEMENT (0.102 ACRE)
-  VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT (0.075 ACRE)



LOCATION MAP  
SCALE: 1"= 1000'



SCALE : 1"= 80'

NOTES:

1. DRAWING PROVIDED TO THE CITY OF COLUMBIA BASED ON TOPOGRAPHIC SURVEY PROVIDED BY VAUGHN & MELTON CONSULTING ENGINEERS DATED FEBRUARY 4, 2022.
2. OWNERSHIP AND TAX MAP INFORMATION TAKEN FROM RICHLAND COUNTY GIS WEBSITE.
3. THIS EXHIBIT WAS BASED ON MAP COMPILATIONS ONLY. NO GROUND SURVEY WAS PERFORMED.
4. SEE CF #37-12 AND CF #37-04 FOR EXISTING EASEMENT INFORMATION.

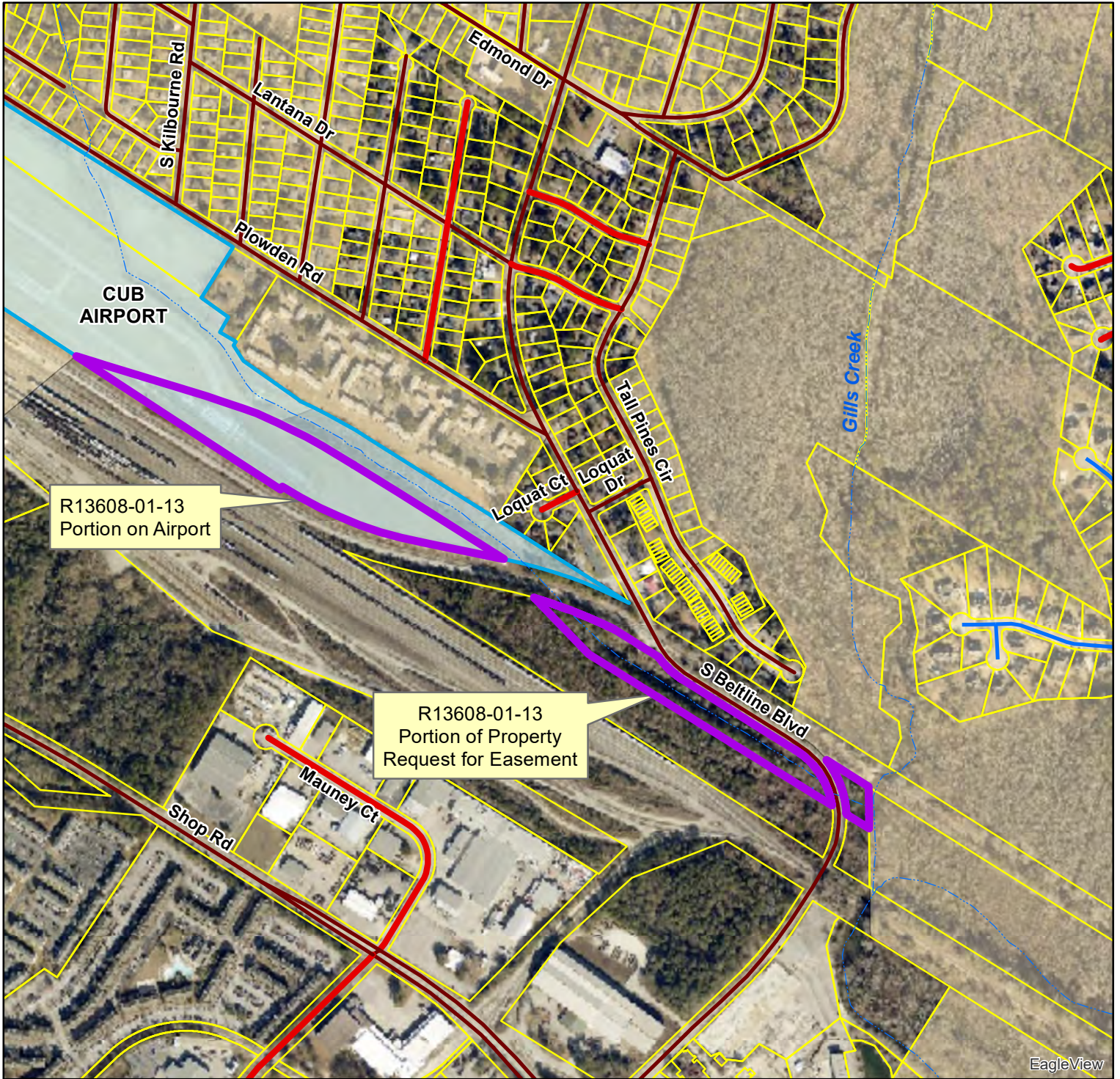


**N/F**  
**RICHLAND COUNTY**  
**PO BOX 192**  
**COLUMBIA, SC 29202**  
**TMS#13608-01-13**  
**CF #250-582**

CITY OF COLUMBIA DEPARTMENT OF ENGINEERING COLUMBIA, SOUTH CAROLINA		
SCALE: 1"=80'	APPROVED BY:	DRAWN BY: BJF
DATE: 06-02-2022		
<b>GILLS CREEK RELIEF SEWER PHASE 1</b>		
PROJECT NO. : SS7562	DWG. 10 OF 11	
REVISION NO: 1	DATE: 09-12-2022	








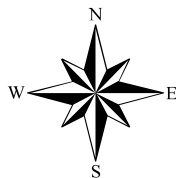
# Location Overview Property TMS R13608-01-13



EagleView

### Roads Maintenance

-  Interstate
-  SCDOT
-  County Paved
-  Columbia
-  Columbia



1 inch = 625 feet



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

AN ORDINANCE AUTHORIZING AN EASEMENT TO THE CITY OF COLUMBIA FOR SANITARY SEWER MAIN LOCATED AT THE SOUTH SIDE OF PLOWDEN ROAD; RICHLAND COUNTY TMS #13608-01-13(P).

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 an easement to a sanitary sewer main to The City of Columbia located on the south side of Plowden Road; also identified as a portion of Richland County TMS #13608-01-13; as specifically described in the Easement, 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:**

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: July 2, 2024

Third Reading: July 16, 2024 {Tentative}

Public Hearing: July 2, 2024





**Informational Agenda Briefing**

<b>Prepared by:</b>	Tish Gonzalez	<b>Title:</b>	Senior Assistant County Attorney
<b>Department:</b>	County Attorney's Office	<b>Division:</b>	
<b>Date Prepared:</b>	June 26, 2024	<b>Meeting Date:</b>	July 2, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject:</b>	An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl		

Revisions are proposed to Chapter 5, Animals and Fowl, of the County Code of Ordinances that are in addition to the revisions previously submitted before Richland County Council for first reading on April 9, 2024.

The additional revisions are made in response to staff meeting with stakeholders and are proposed as agreed upon and as being in the best interest of Richland County.

**ATTACHMENTS:**

1. Chapter 5 - Animal Care Ordinance Redlined version (with additional revisions highlighted)
2. Chapter 5 - Animal Care Ordinance revised (with additional revisions highlighted)
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 return of community cats trapped, sterilized, and returned to the area from which they were trapped.~~

*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 addition to dog and cat, 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~~an.~~

*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~~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.”, ~~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. This definition does not apply to citizens engaged in humane TNR activity associated with the trap, sterilize, and return of community cats.

*Dangerous or vicious animal*, shall mean:

(a) Dangerous or vicious animal means:

- (1) AnyAn 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) AnyAn 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) AnyAn 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) AnyAn 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 ~~Any~~A 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.

This definition does not apply to citizens engaged in humane TNR activity associated with the trap, sterilize, and return of community cats.

~~Pet.~~ shall mean a domestic Domestic dog (canis lupus familiariseants familiaris) and/or a domestic cat (felis catus-domestietus). When applicable, pet shall also mean anyan 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. Provocationincluding 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 toappropriately 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 ~~any~~ pet to fail to obtain a current county pet license for ~~any~~ 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 ~~any~~ 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.

(a)(4) ~~Any~~ 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.

~~(b)-(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.

~~(e) 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.

~~(d)~~ (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 be 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 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:~~
- ~~(1) 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;~~



- ~~(3) 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.~~
- ~~(b) 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.~~
- ~~(c) 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 anyan 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 anyan 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.

(b) — 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.

(c) — Procedures:

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

i. Assessed by a veterinarian to determine the condition of health;

ii. Spayed or neutered, as needed;

iii. Vaccinated for rabies, feline viral rhinotracheitis, calicivirus, and panleukopenia; and:

iv. Ear-tipped for identification.

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

(3) — 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.

(4) — The county shall have no liability for cats in the Program.

(5) — 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 any animal not so restrained or confined will be deemed unlawfully running at large in the unincorporated area of the county. Provided, however, this subsection shall not apply to domestic cats that have been spayed or neutered/sterilized or community cats trapped, sterilized, and returned 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 return 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.**

~~(a) 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:~~

~~(1) Failure to exercise sufficient restraint necessary to control an animal as required by Section 5-5;~~

~~(2) 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.;~~

~~(3) Failure to maintain a dangerous animal in a manner other than that which is described as lawful in Section 5-416(c);~~

~~(4) 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.;~~

~~(5) 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.;~~

~~(6) 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.;~~

~~(7) 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;~~

~~(8) Maintaining an animal that is diseased and dangerous to the public health;~~

~~(9) Maintaining an animal that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.~~

~~(b) 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.~~

~~(c) 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.**~~

~~(a) 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.~~

~~(b) 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.~~

~~(c) 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.~~

~~(d)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, ~~anyan~~ 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 ~~anya~~ 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.

~~(e)(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 any 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. 5-1214. 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) Any~~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 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.

~~(a) 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 (f) 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.~~

~~(b) 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.

~~(c) 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.~~

~~(d) 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.
- (e) 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.-~~

~~(f) 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.~~

~~(g)(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.~~

~~(e) 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-agrees 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 performed/accomplished. 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:~~
- ~~(1) Non-domestic member of the family felidae;~~
  - ~~(2) Wolf-dog hybrid containing any percentage of wolf;~~
  - ~~(3) Badger, wolverine, weasel, skunk and mink;~~
  - ~~(4) Raccoon;~~
  - ~~(5) Bear;~~
  - ~~(6) Nonhuman primate to include ape, monkey, baboon, macaque, lemur, marmoset, tamarin and other species of the order primates;~~
  - ~~(7) Bat;~~
  - ~~(8) Alligator, crocodile and caiman;~~
  - ~~(9) Scorpion;~~
  - ~~(10) Constricting snake of the following species: reticulated python, python reticulatus; Burmese/Indian rock python, python molurus; rock python, python sebae, and anaconda, euneetes murlnus;~~
  - ~~(11) Venomous reptile;~~
  - ~~(12) 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;~~
  - ~~(13) Any lizard over two feet which is a members of the family varanidae;~~
  - ~~(14) Any non-domesticated member of the order Carnivora;~~
  - ~~(15) Any wild or feral animal; or~~
  - ~~(16) Any animal of mixed domestication and feral lineage.~~
- ~~(b) 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).~~

~~(e) 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.~~

~~(d) The prohibitions contained in subsections (a) and (b) above, shall not apply in the following circumstances:~~

- ~~(1) 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;~~
- ~~(2) 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;~~
- ~~(3) The keeping of such animals in a bona fide, licensed veterinary hospital for treatment;~~
- ~~(4) 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 ~~any~~an pet animal in the custody of an Animal Care Officer without such officer's consent.

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

~~Any~~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 ~~any~~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 ~~his or her~~their identity.

#### **Sec. 5-1921. TNR/Community Cat Diversion.**

"Trap, Neuter, and Return" or TNR is the approach to preventing or reducing cat overpopulation whereby community cats located in the county may be: humanely trapped by citizens; spayed or neutered, vaccinated, and eartipped by licensed veterinarians; and, returned to the area from which they were trapped. This approach is also referenced in this chapter as "trap, sterilize, and return." Richland County recognizes the need to prevent or reduce cat overpopulation and that citizens voluntarily engage in humane TNR activity to achieve this goal with cooperation from facilities which may elect to implement programs to assist citizens with the TNR approach. Facilities, as defined in this section, mean facilities which are not the county's animal care facility, and are: veterinary hospitals or clinics operated by veterinarians; or, facilities operated, owned, or maintained

by an incorporated humane society or other nonprofit organization for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals. Community Cats are exempt from licensing and related fees.

**Sec. 5-22. Penalties.**

(a) Any 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 ~~eruelly 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

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

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:  
Second Reading:  
Public Hearing:  
(b) Third Reading:

DRAFT

**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 return of community cats trapped, sterilized, and returned to the area from which they were trapped.

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

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

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

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

*At large.* Not under restraint or confinement.

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

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

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

*Dangerous or vicious animal.*

(a) Dangerous or vicious animal means:

- (1) An animal which the owner or custodian knows, or reasonably should know, has the propensity, tendency, or disposition to, without provocation, attack, cause injury to, or otherwise endanger the safety of human beings, domestic animals, or livestock;
- (2) An animal which bites or attacks a human being, domestic animal, or livestock one or more times without provocation, whether or not such bite or attack occurs on the premises of the animal's owner;
- (3) An animal, while not under restraint or confinement, which commits one or more acts, without provocation, that causes a person to reasonably believe the animal will bite or attack and cause bodily injury to a human being, domestic animal, or livestock; or
- (4) An animal kept or harbored by its owner or custodian primarily, or in part, for the purpose of animal fighting or which has been trained for animal fighting.

(b) An animal shall not be deemed dangerous or vicious if:

- (1) The animal bites, attacks, or commits an unprovoked act upon, as described in subsection (a):
  - a. A human being or animal assaulting its owner or custodian;
  - b. A human being or animal trespassing upon the property of its owner or custodian. For the purpose of this definition, trespassing means entering or remaining upon the property of another without permission or legal privilege; or
  - c. A human being or animal which has abused or tormented it;
- (2) The animal is protecting or defending its offspring or another animal; or
- (3) The animal is acting in defense of an attack upon its owner or custodian or other person.

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

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

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

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

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

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

**Owner.** A person who:

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

This definition does not apply to citizens engaged in humane TNR activity associated with the trap, sterilize, and return of community cats.

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

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

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

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

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

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

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

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

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

- (a) For the purpose of this section, *pet* shall mean domestic dog and/or domestic cat.
- (b) It shall be unlawful for the owner or custodian of a pet to fail to obtain a current county pet license for a pet over four (4) months of age.

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

(c) License fees.

- (1) Annual license fees. Annual license fees for fertile and sterilized pets shall be established by the county council. Licenses will expire one (1) year after the date of issue and owners/custodians must renew the license prior to its expiration.
- (2) Exemptions from annual license fees. The following owner/custodian classifications of fertile pets shall be exempt from paying the higher license fee for fertile pets. These exempt persons shall be required to purchase a license for their fertile pet and will pay the same license fee as required for sterilized pets:
  - a. A pet owner or custodian who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand sterilization surgery;
  - b. An owner or custodian of a purebred pet who can furnish proof of participation in a nationally recognized conformation or performance event occurring within the past twelve (12) months; or
  - c. An owner or custodian of a dog currently being used for hunting purposes who can furnish proof the dog has been properly registered with a nationally recognized organization which sanctions hunting tests and/or field trials.
- (3) An owner or custodian of a dog which is trained to be an assistance/service dog shall be required to obtain an annual license but shall not be required to pay a license fee.

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

- (a) For the purpose of this section, *pet* shall mean domestic dog and domestic cat. A commercial pet breeder is permitted to operate in the unincorporated area of the county so long as the breeder obtains from the county Animal Services Department a commercial pet breeder permit and meets all other requirements established by federal, state, or local laws. The breeder permit application process should begin prior to a litter being delivered.

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

(c) Restrictions:

- (1) A permit will not be issued to an applicant who has been previously found guilty of violating any federal, state, or local laws or regulations pertaining to animal cruelty within five (5) years of the date of application.
- (2) A permit will only be valid if there also exists a valid business license and only for the applicant and location listed on the application. The permit is non-transferable.
- (3) Any violation or alleged violation of this chapter shall be grounds for the revocation of the permit. The county Animal Services Department shall determine, in its sole discretion, whether the permit is to be revoked and shall communicate the revocation to the breeder in writing.



Revocation means the breeder shall cease all commercial breeding activity until a new valid permit is issued or the revocation is rescinded and failure to do so will subject the breeder to penalties. The breeder may appeal the revocation by submitting to the Animal Services Director a writing setting forth the reasons for the appeal. Only what is submitted in writing will be considered. The written appeal must be received by the Animal Services Director within seven (7) business days of the revocation notice and the Animal Services Director will review the written appeal and issue its determination to rescind or uphold the revocation within thirty (30) calendar days of receipt of the appeal.

- (d) The annual fee for a commercial pet breeder permit is non-refundable and shall be established by county council. The permit shall expire one (1) year after the date of issue.
- (e) The county Animal Services Department shall maintain the name and address of each party to whom a permit has been issued under the provisions of this section and shall keep the same on file in the offices of the department for the purpose of identification.

#### **Sec. 5-4. Animal care, generally.**

- (a) It shall be unlawful for an owner or custodian to fail to provide its animals with:
  - (1) Necessary sustenance, such as sufficient good and wholesome food, in an adequate amount to sustain flesh or permit normal growth and an adequate amount of clean water that is not sour, filthy, or spoiled. Food and water should be of the appropriate amounts and type for the species;
  - (2) Proper protection from the weather;
  - (3) Veterinary care when needed to prevent suffering or care for a diseased, sick, or injured animal;
  - (4) Humane care and treatment. It shall be unlawful for a person to tease, molest, beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit dogfighting or other combat between animals or between animals and humans; or
  - (5) Proper shelter. Proper shelter for an animal primarily kept outdoors and unattended includes, but is not limited to:
    - a. Dogs.
      - 1. The shelter should be of weatherproof construction, have a roof, enclosed sides, a doorway, and a solid level floor raised at least two inches from the ground. There shall be no cracks or openings other than the entrance except that rainproof openings for ventilation are acceptable in hot weather.
      - 2. The shelter shall be small enough to allow the dog to maintain warmth and body heat, but large enough to allow the dog to stand, turn around, and lie down.
      - 3. When the real or effective temperature is forty (40) degrees Fahrenheit or below, a sufficient amount of dry bedding, such as cedar shavings or straw, must be provided to insulate against the cold and dampness.

4. The following is not considered proper shelter: Storage buildings, sheds, crates, pet carriers, barrels, screened porches, patios, or balconies, nor the areas under lean-tos, covered porches, decks, vehicles, or houses.

b. Livestock.

1. The shelter should provide protection from heavy rain, snow, and high wind and provide sufficient shade in the summer.
  2. The shelter for large livestock and healthy horses and cattle does not have to be manmade. Natural shelters, such as trees, are acceptable. However, a windbreak must be provided.
  3. The shelter for small livestock and unhealthy horses and cattle must be in the form of a barn or pen of sufficient capacity and strength to properly accommodate the number of animals contained therein.
- (b) It shall be unlawful for a person to leave an untethered pet outdoors unattended for two (2) continuous hours or longer without access to fresh water and shelter, as defined in this chapter, regardless of temperature.
- (c) It shall be unlawful for a person to leave an untethered pet outdoors unattended for thirty (30) minutes or longer during a consecutive four (4) hour period when:
- (1) The temperature is below forty (40) degrees Fahrenheit for a sustained four (4) hour period, unless adequate shelter, as defined in this chapter, is provided to protect the animal from the elements; or
  - (2) The temperature is above ninety (90) degrees Fahrenheit for a sustained four (4) hour period, unless adequate shade is provided to protect the animal from the elements.
- (d) It shall be unlawful for a person to improperly collar or harness a pet. Collars and harnesses must be made of leather, nylon, or similar material and properly fitted for the pet's measurements and body weight so as to not choke or impede the pet's normal breathing or swallowing and to not cause pain or injury to the pet. Logger chains, towing chains, and similar items are not permitted to be used as collars or harnesses. Pet-safe metal collars, chain collars, prong collars, or choke collars are permitted to be used while the pet is accompanied by its owner/keeper or custodian.
- (e) It shall be unlawful for a person to expose an animal to a known poisonous substance, whether mixed with food or not, so that the same shall be reasonably expected to be eaten by the animal; EXCEPT that it shall not be unlawful for a person to expose on their own property pest or vermin deterrent substances to prevent the spread of disease or the destruction of crops, livestock, or property. In no instance shall a feral or community cat or domestic animal be considered vermin.
- (f) It shall be unlawful for a person to fail to remove from a shelter or confinement area excrement, debris, standing water, or mud. No person shall fail to keep a shelter or confinement area clean, odor-free, and free of bloodsucking insects that are carriers of disease.
- (g) No person, except a licensed veterinarian, shall perform an operation to crop, notch, or split an animal's ears and/or tail.

- (h) It shall be unlawful for a person to dye or color artificially an animal, including fowl, with products not identified as pet-safe or to bring such dyed or colored animal into the unincorporated area of the county.
- (i) It shall be unlawful for an owner or custodian to abandon an animal in the unincorporated area of the county.

**Sec. 5-5. Running at large.**

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

**Sec. 5-6. Nuisance animals.**

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

- (6) Maintaining property in a manner that is offensive, annoying, or dangerous to the public's health, welfare, or safety because of the number, type, variety, density, or location of the animals on the property;
  - (7) Maintaining an animal that is diseased and dangerous to the public's health, welfare, or safety;
  - (8) Maintaining an animal that habitually or repeatedly chases, snaps at, or attacks pedestrians, bicycles, or vehicles; or
  - (9) Failure to keep female animals in heat confined in a building or secured enclosure in such a manner as will not create a nuisance by attracting other animals
- (c) An animal determined to be a nuisance by an Animal Care Officer may be caught or seized and impounded pursuant to this chapter and may be redeemed pursuant to Section 5-17 only upon authorization by the county Animal Services Department, with evidence presented by the owner or custodian that the situation creating the nuisance has been abated.

**Sec. 5-7. Dangerous or vicious animal.**

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

- a. If the animal is indoors, the animal must be kept in such a manner as to prevent the animal from, without provocation, attacking, causing injury to, or otherwise endangering the safety of individuals or other animals also located indoors.
  - b. If the animal is outdoors and attended, the animal must be restrained on a leash or attached to a similar physical restraining device, and under the control of the owner or custodian at all times.
  - c. If the animal is outdoors and unattended, the animal must be confined in a locked pen or "run" area that is set up in such a manner as to prevent the animal from straying beyond its enclosed confines and prevents the public and other animals from obtaining entrance into or making contact with the animal.
  - d. The Animal Services Director may, at its discretion and dependent upon the type of animal, set forth other reasonable requirements in the interest of protecting the public's health, welfare, or safety. These additional requirements shall be communicated to the owner or custodian in writing.
- (c) The premises upon which a dangerous or vicious animal is kept or harbored must have posted a sign visible to the public cautioning the public to beware of the animal located on the premises. By way of example, and not limitation, a sign reading "Beware of Dog" or "Beware of Animals" is sufficient.

#### **Sec. 5-8. Tethering.**

- (a) It shall be unlawful to tether a pet outdoors for two (2) continuous hours or longer, unless:
- (1) The pet is older than six (6) months;
  - (2) The tether is a minimum of twelve (12) feet in length and has swivel-type termination at both ends and the tether weight does not exceed ten (10) percent of the pet's body weight. Logger chains, towing chains, and other similar tethering devices are not acceptable;
  - (3) The tether must be attached to the pet with a buckle-type collar or a body harness. Logger chains, towing chains, and similar items are not permitted to be used as collars or harnesses. Pet-safe metal collars, chain collars, prong collars, or choke collars are permitted to be used while the pet is accompanied by its owner/keeper or custodian;
  - (4) The pet is tethered so as to prevent injury, strangulation, or entanglement with objects, vegetation, or other tethered animals;
  - (5) The pet has access to fresh water and shelter, as defined in this chapter;
  - (6) The pet is not sick or injured;
  - (7) Every female confined by a tether and unattended is sterilized; and
  - (8) The temperature is above forty (40) degrees and less than ninety (90) degrees Fahrenheit, EXCEPT:
    - a. If the temperature is below forty (40) degrees Fahrenheit for a sustained four (4) hour period, the animal may be tethered for thirty (30) minutes in a consecutive four (4) hour

period so long as adequate bedding and shelter, as defined in this chapter, are provided to protect the animal from the elements; or

- b. If the temperature is above ninety (90) degrees Fahrenheit for a sustained four (4) hour period, the animal may be tethered for thirty (30) minutes in a consecutive four (4) hour period so long as shade is provided to protect the animal from the elements.

#### **Sec. 5-9. Sale of animals.**

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

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

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

#### **Sec. 5-11. Injured or diseased animals.**

- (a) Anyone striking a domestic or feral dog or cat with a vehicle shall notify the county Animal Services Department who will then take action necessary to make proper disposition of the animal. Vehicle, as defined in this section, includes all self-propelled and non-self-propelled vehicles, such as motor vehicles and bicycles.
- (b) A domestic or feral dog or cat received by an animal care facility in critical condition from wounds, injuries, or disease may receive sustaining treatment by a licensed veterinarian until such time as the animal's owner, custodian, or veterinarian is contacted. Every effort shall be made to effectuate contact via information obtained from the animal's tag or microchip. Any such animal in critical condition, as described in this section, may be euthanized if the owner, custodian, or veterinarian cannot be contacted within two (2) hours of receipt of the animal. If the animal is in severe pain it may be euthanized immediately by agreement between the animal care facility superintendent and a licensed veterinarian.

#### **Sec. 5-12. Removal of excrement.**

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

#### **Sec. 5-13. Prohibited, exceptions.**

- (a) Except as provided in subsection (b), it shall be unlawful for a person to publicly display or exhibit, sell, keep, harbor, own, or act as custodian of:

- (1) Non-domestic members of the cat family (Felidae);
- (2) Wolf-dog hybrids, and/or a animal containing any percentage of wolf;
- (3) Badgers, wolverines, weasels, skunks, and minks (in the family of Mustelidae);
- (4) Raccoons (Procyonidae);
- (5) Bear (Ursidae);
- (6) Nonhuman primates which include apes, monkeys, baboons, macaques, lemurs, marmosets, tamarins, and other species of the order primates (Haplorrhini);
- (7) Bats (Chiroptera);
- (8) Semi-aquatic reptiles in the order of Alligators, crocodiles, and caimans (Crocodylia);
- (9) Scorpions (Scorpiones);
- (10) Constricting snakes of the following species: Reticulated Python (*Python reticulatus*), Burmese Python (*Python bivittatus*), Indian rock Python (*Python molurus*), African Rock Python (*Python Sebae*), and Anaconda (*Eunectes murinus* - all types);
- (11) Venomous reptiles;
- (12) Lizards over two feet which is a member of the family carnivorous and frugivorous lizards (*Varanidae*);
- (13) Non-domesticated members of the order placental mammals (Carnivora);
- (14) Other wildlife not listed;
- (15) Animals of mixed domestication and feral lineage; or
- (16) Other animals where its behavior, size, temperament, breed, or capacity for inflicting serious injury is or may be detrimental to the health, welfare, or safety of people or animals in the immediate surrounding area.

(b) The prohibitions contained in subsection (a) shall not apply in the following circumstances:

- (1) The keeping of such animals in a public zoo, a bona fide education or medical institution, by a humane society, or in a museum where they are kept as live specimens for the public to view or for the purpose of instruction, research, or study;
- (2) The keeping of such animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit, or show pursuant to properly obtained federal, state, and/or local licenses and/or permits;
- (3) The keeping of such animals in a licensed veterinary hospital for treatment; or
- (4) The keeping of such animals by a wildlife rescue organization with appropriate federal, state, and/or local licenses and/or permits obtained from applicable regulatory bodies.

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

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

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

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



- (d) An owner or custodian may surrender its animal to the animal care facility upon the completion of a signed surrender form. Upon surrender, the animal shall become the property of the county Animal Services Department with title to ownership vested therein and may be placed for adoption or euthanized. It shall be unlawful for a person to furnish false information on the animal surrender form.

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

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

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

#### **Sec. 5-17. Redemption.**

- (a) The owner or custodian of an animal impounded pursuant to the provisions of this chapter shall have the right to redeem such animal prior to the applicable redemption deadline upon payment of all fees, proof of vaccination, and an implanted microchip, provided that all other redemption requirements have been met. The fees set forth shall be doubled for a pet impounded twice or more within the same 12-month period. An animal attempted to be redeemed after the redemption deadline may not be released to the owner or custodian without due cause as determined solely by the Animal Services Director or its designee.
- (b) Impounded animals must be spayed or neutered prior to redemption, unless the owner or custodian of the animal can provide:
- (1) A statement from a licensed veterinarian that the animal, due to health reasons, could not withstand sterilization surgery;
  - (2) Proof of participation in a nationally recognized conformation or performance event occurring within the past twelve (12) months; or
  - (3) Proof the animal is currently being used for hunting purposes and has properly been registered with a nationally recognized organization which sanctions hunting tests and/or field trials.
- (c) Positively identifiable animals:
- (1) A positively identifiable animal is one which bears or wears a legible and traceable current permanent number, county license tag or rabies vaccination tag, tattoo, or microchip pursuant to S.C. Code of Laws Annotated Section 47-3-510 (1999) or one which is known by the county Animal Services Department to belong to an owner or custodian positively identifiable by the county Animal Services Department.
  - (2) With the exception of an animal to be released by a magistrate's order, the county Animal Services Department shall notify the owner or custodian of a positively identifiable impounded animal at the last known address by registered mail that the dog is in its possession. The owner or custodian has fourteen (14) calendar days from the date of mailing to notify the county Animal Services Department or the animal care facility that they will redeem the animal and (14) calendar days from that notification to redeem the animal from the animal care facility. The animal must be redeemed pursuant to Section 5-17, provided that all other redemption requirements are met.

(3) Animals released pursuant to a magistrate's order must be redeemed within seven (7) business days after the issuance of the order, provided that all other redemption requirements are met.

(d) Non-positively identifiable animals must be redeemed within five (5) calendar days of impound.

(e) If the owner or custodian of an animal impounded at the animal care facility fails to redeem the animal within the prescribed time, the animal will be deemed abandoned, shall become the property of the county Animal Services Department with title to ownership vested therein, and may be placed for adoption or euthanized.

(f) If the animal has been impounded more than once for a violation of this chapter, the animal shall be spayed or neutered by the animal care facility, regardless of whether proof pursuant to subsection (b) is provided, and the costs of such shall be added to all other required redemption fees.

#### **Sec. 5-18. Adoption.**

(a) An animal impounded under any provision of this chapter, which is the property of the county Animal Services Department, may be adopted, provided the new owner agrees to comply with the provisions contained herein and pays all applicable fees.

(b) Individuals adopting puppies or kittens too young to be neutered, spayed, or receive rabies vaccinations at the time of adoption will pay the cost of these procedures at the time of adoption and be given an appointment for a later date to have these procedures performed. The fees paid for these procedures will be refunded if the animal is deceased prior to the appointment date.

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

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

#### **Sec. 5-20. Complainant's identification.**

A person reporting a violation of this chapter and/or requesting a summons be issued must provide identification to the Animal Care Officer. The identity, or information tending to reveal the identity, of an individual who in good faith makes a complaint or otherwise discloses information, which alleges a violation of this chapter, shall remain confidential, unless the complainant authorizes the release of their identity.

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

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

promoting the welfare, protection, and humane treatment of animals. Community Cats are exempt from licensing and related fees.

**Sec. 5-22. Penalties.**

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

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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 Gonzales 06/26/2024  
Approved As To LEGAL Form Only  
No Opinion Rendered As To Content

First Reading:

Second Reading:  
Public Hearing:  
Third Reading:

DRAFT

# The County of Richland

**PATRICK L. WRIGHT**  
 County Attorney  
 Chief Legal Officer



**P.O. Box 192**  
 Columbia, SC 29202  
 803-576-2070

## OFFICE OF THE COUNTY ATTORNEY

June 26, 2024

### INFORMATIONAL AGENDA BRIEFING Summary of Ordinance Revisions

<b>Additional Ordinance Revisions made to the Revised Ordinance Submitted April 9, 2024 for First Reading</b>	
<u>Section</u>	<u>Changes</u>
<ul style="list-style-type: none"> <li>• Sec. 5-1. Definitions.</li> </ul>	<ul style="list-style-type: none"> <li>• Definition for "Abandon" is revised to reflect the return of community cats to the area from which they were trapped</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-1. Definitions.</li> </ul>	<ul style="list-style-type: none"> <li>• Definition for "Animal Care Officer" is revised</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-1. Definitions.</li> </ul>	<ul style="list-style-type: none"> <li>• Definition for "Custodian" is revised to exclude from the definition citizens engaged in TNR activity</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-1. Definitions.</li> </ul>	<ul style="list-style-type: none"> <li>• Definition for "Owner" is revised to exclude from the definition citizens engaged in TNR activity</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-5. Running at large.</li> </ul>	<ul style="list-style-type: none"> <li>• Language revised to read: trapped, sterilized, and "returned"</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-6. Nuisance animals.</li> </ul>	<ul style="list-style-type: none"> <li>• Language revised to read: trap, sterilize, and "return"</li> </ul>
<ul style="list-style-type: none"> <li>• Sec. 5-21. Penalties.</li> </ul>	<ul style="list-style-type: none"> <li>• Moved to Sec. 5-22</li> </ul>
	<ul style="list-style-type: none"> <li>• Addition of Sec. 5-21. TNR.</li> </ul>

**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* ~~seants familiaris~~) and/or a domestic cat (*felis catus* ~~domestietus~~). 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. 5-1214. 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.

- 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.

- 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~~ 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~~ any 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

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

ATTEST THIS THE \_\_\_\_\_ 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: \_\_\_\_\_

(b) Third Reading: \_\_\_\_\_

DRAFT

**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 Commodore to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: June 18, 2024

Second Reading: July 2, 2024

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 US BRICK, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



RICHLAND COUNTY, SOUTH CAROLINA

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

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

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

**BETWEEN**

**US BRICK, LLC**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF JULY 16, 2024**

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**TABLE OF CONTENTS**

---

	Page
Recitals.....	1
 <b>ARTICLE I</b> <b>DEFINITIONS</b>  	
Section 1.1 Terms.....	1
 <b>ARTICLE II</b> <b>REPRESENTATIONS AND WARRANTIES</b>  	
Section 2.1 Representations, Warranties, and Agreements of the County.....	4
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	5
 <b>ARTICLE III</b> <b>THE PROJECT</b>  	
Section 3.1 The Project.....	5
Section 3.2 Leased Property.....	6
Section 3.3 Filings and Reports.....	6
 <b>ARTICLE IV</b> <b>FILOT PAYMENTS</b>  	
Section 4.1 FILOT Payments.....	6
Section 4.2 FILOT Payments on Replacement Property.....	7
Section 4.3 Removal of Components of the Project.....	7
Section 4.4 Damage or Destruction of Economic Development Property.....	7
Section 4.5 Condemnation.....	8
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	8
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	8
Section 4.8 Place of FILOT Payments.....	8
 <b>ARTICLE V</b> <b>ADDITIONAL INCENTIVES</b>  	
Section 5.1 Infrastructure Credits.....	9
 <b>ARTICLE VI</b> <b>CLAW BACK</b>  	
Section 6.1 Claw Back.....	9

ARTICLE VII  
DEFAULT

Section 7.1 Events of Default ..... 9  
Section 7.2 Remedies on Default ..... 10  
Section 7.3 Reimbursement of Legal Fees and Other Expenses ..... 10  
Section 7.4 Remedies Not Exclusive ..... 10

ARTICLE VIII  
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect ..... 10  
Section 8.2 Confidentiality ..... 10  
Section 8.3 Indemnification Covenants ..... 11  
Section 8.4 No Liability of County’s Personnel ..... 11  
Section 8.5 Limitation of Liability ..... 12  
Section 8.6 Assignment ..... 12  
Section 8.7 No Double Payment; Future Changes in Legislation ..... 12  
Section 8.8 Administration Expenses ..... 12

ARTICLE IX  
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates ..... 12  
Section 9.2 Primary Responsibility ..... 13

ARTICLE X  
MISCELLANEOUS

Section 10.1 Notices ..... 13  
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor ..... 13  
Section 10.3 Counterparts ..... 14  
Section 10.4 Governing Law ..... 14  
Section 10.5 Headings ..... 14  
Section 10.6 Amendments ..... 14  
Section 10.7 Agreement to Sign Other Documents ..... 14  
Section 10.8 Interpretation; Invalidity; Change in Laws ..... 14  
Section 10.9 Force Majeure ..... 14  
Section 10.10 Termination; Termination by Sponsor ..... 15  
Section 10.11 Entire Agreement ..... 15  
Section 10.12 Waiver ..... 15  
Section 10.13 Business Day ..... 15  
Section 10.14 Agreement’s Construction ..... 15

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**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>	US Brick, LLC	Section 1.1
<b>Project Location</b>	Richland County	Exhibit A
<b>Tax Map No.</b>	R22804-05-06	Exhibit A
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 years	Section 1.1
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$3,700,000	Section 1.1
<ul style="list-style-type: none"> <li>• Contract Minimum Jobs Requirement</li> </ul>	30	Section 1.1
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	5 years	Section 1.1
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	Section 4.1
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	.5868	Section 4.1
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	Section 4.1
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	Pro rata repayment of Infrastructure Credit	Section 6.1
<b>Multicounty Park</b>	Fairfield County	Section 1.1
<b>Infrastructure Credit</b>		
<ul style="list-style-type: none"> <li>• Brief Description</li> </ul>	35% infrastructure credit	Exhibit D
<ul style="list-style-type: none"> <li>• Credit Term</li> </ul>	10 years	Exhibit D
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	Pro rata repayment	Exhibit D
<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 July 16, 2024, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and US Brick, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

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

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

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

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

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

### ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

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

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

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

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

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

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

“**State**” means the State of South Carolina.

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

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III THE PROJECT**

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

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

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

**Section 3.3. *Filings and Reports.***

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

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

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

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

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

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

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

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

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

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

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

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

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

**Section 4.4. Damage or Destruction of Economic Development Property.**

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

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

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

**Section 4.5. Condemnation.**

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

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

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

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

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

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

**ARTICLE V  
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI  
CLAW BACK**

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

**ARTICLE VII  
DEFAULT**

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

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

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

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

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

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

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

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

**Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

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

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



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

**Section 8.3. Indemnification Covenants.**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX SPONSOR AFFILIATES

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

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

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

**ARTICLE X  
MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

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

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

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

**IF TO THE COUNTY:**

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

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

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

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

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

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

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

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

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

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

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

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

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

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

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

**Section 10.10. Termination; Termination by Sponsor.**

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

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

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

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

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

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

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

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

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
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]*

**US BRICK, LLC**

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

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

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



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

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

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

[\_\_\_\_\_]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION**

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

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

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

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

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

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

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

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

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

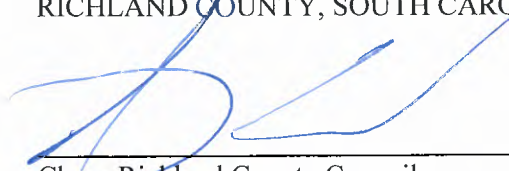
**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA



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Chair, Richland County Council

(SEAL)

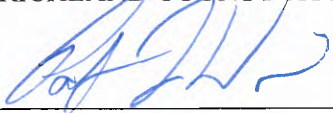
ATTEST:



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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**

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

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

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

**Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

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

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

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

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

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

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

Jobs Achievement Percentage = 31 / 30 = 100%

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

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

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

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

# Richland County Council Request for Action

**Subject:**

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

**Notes:**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

## EXHIBIT A

### PROJECT CATEGORIES: MAJOR PROJECTS

#### **Community Investment Projects - 48%:**

##### *Road Resurfacing and Rebuilding [\$690 million]<sup>1</sup>*

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

##### *Pedestrian Safety and Access [\$410 million]*

Installing sidewalks and other pedestrian accommodations to improve access and safety.

##### *Road Paving [\$165 million]*

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

##### *Multimodal Transportation Improvements [\$200 million]*

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

##### *Traffic Safety and Congestion Relief [\$220 million]*

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

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

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

#### **County Advancement Projects - 30%:**

*Widening of roadways to improve capacity and access. Roadways which have been identified for potential widening are as follows: [\$750 million]*

Two Notch Road US 1 Pontiac (from Richland County Line to S-53  
Spears Creek)

Kennerly Rod S-129 (from Hollingshed Rd to Broad River Rd)

Shady Grove Rd (from Broad River Rd to Koon Rd)

Broad River Rd US 176 North (from I-26 to Chapin Rd)

Lost Creek Rd (from Broad River Rd to Boat Ramp Rd)

Hardscrabble Rd North (from Langford Rd to Kelly Mill Rd)

Rauch Metz Road (from Dutch Fork Rd to Broad River Rd (US 176))

Pineview Road (from Shop Rd to Bluff Rd)

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<sup>1</sup> Costs provided are estimates of current base construction costs. The costs do not include costs for the related PE, rights-of-way, utility relocation or construction engineering for each project. Additionally, the costs do not account for an inflation over the time period in which the New Penny will be collected. Accordingly, the above dollar amounts should not be deemed as a budget or limitation on funds collected from the New Penny to be allocated to any type of project funded under each category.

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

*Railroad Projects [\$30 million]*

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

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

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

*Traffic Safety and Congestion Relief [\$20 million]*

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

*Road Resurfacing and Rebuilding [\$75 million]*

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

*Emerging County Advancement Needs [\$250 million]*



Expected funds necessary to address emerging needs in the County.

**COMET Enhancement Projects - 22%:**

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

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

RICHLAND COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

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

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

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

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

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

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

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

YES \_\_\_\_\_

NO \_\_\_\_\_

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote “YES;” and

All qualified electors opposed to levying the special sales and use tax shall vote “NO.”

QUESTION 2

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

YES \_\_\_\_\_

NO \_\_\_\_\_

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

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

A RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman  
Richland County Council

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Richland County Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

## **EXHIBIT A**

### **Form of Joinder Agreement**

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

#### **1. Joinder to Fee Agreement.**

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

#### **2. No Defaults.**

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

#### **3. Capitalized Terms.**

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

#### **4. Representations of the Sponsor Affiliate.**

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

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

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

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

#### **5. Governing Law.**

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



**6. Notice.**

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

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

With a copy to:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
FIP Master Funding XXIV, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

STATE OF SOUTH CAROLINA     )  
    )  
 COUNTY OF RICHLAND            )

A RESOLUTION

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

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (“County Council”), under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Act”), as well as by an Ordinance duly enacted by the County Council on December 13, 2022, did previously enter into that certain Public Infrastructure Credit Agreement, dated as of December 13, 2022 (the “Credit Agreement”), with Crosspointe at Killian, LLC, an Indiana limited liability company (“Crosspointe at Killian”), pursuant to which Crosspointe at Killian committed to, among other things, make certain taxable investment in real and personal property in the County to establish market rate housing in the County (here and hereinafter, and as further defined in the Credit Agreement, the “Project”) and the County agreed, among other things, to grant certain Public Infrastructure Credits (as defined in the Credit Agreement) to Crosspointe at Killian to pay the costs of designing, acquiring, constructing, improving and expanding certain Project Public Infrastructure (as defined in the Credit Agreement) in connection with the Project;

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

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

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

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

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

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

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

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

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

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

[End of Resolution]

APPROVED AND ADOPTED IN A MEETING THIS 16<sup>TH</sup> DAY OF JULY, 2024.

**RICHLAND COUNTY, SOUTH CAROLINA**

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Chair  
Richland County Council

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Clerk to Council  
Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

**EXHIBIT A**

**Form of Assignment and Assumption of Public Infrastructure Credit Agreement**

See attached.

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

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

**WITNESSETH:**

WHEREAS, the County, acting by and through its County Council (“County Council”), under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Act”), as well as by an Ordinance duly enacted by the County Council on December 13, 2022, did previously enter into that certain Public Infrastructure Credit Agreement, dated as of December 13, 2022 (the “Credit Agreement”), with Assignor pursuant to which Assignor committed to, among other things, make certain taxable investment in real and personal property in the County to establish market rate housing in the County (here and hereinafter, and as further defined in the Credit Agreement, the “Project”) and the County agreed, among other things, to grant certain Public Infrastructure Credits (as defined in the Credit Agreement) to Assignor to pay the costs of designing, acquiring, constructing, improving and expanding certain Project Public Infrastructure (as defined in the Credit Agreement) in connection with the Project; and

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

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

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

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

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

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

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

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

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

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

with a copy to:

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

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

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

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**



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

**COUNTY:**

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

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Chair  
Richland County Council

**ATTEST:**

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Clerk to Council  
Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

**ASSIGNOR:**

**Crosspointe at Killian, LLC**, an Indiana limited liability company

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

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

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

**ASSIGNEE:**

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

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

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

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

## Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Flare; and other related matters

**Notes:**

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

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT FLARE; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, a company identified for the time being as Project Flare, a [\_\_\_\_\_] organized and existing under the laws of the State of [\_\_\_\_\_] (the “Company”), has committed to establish a multi-family housing project in the County consisting of approximately 312 units (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Forty Five Million and 00/100 Dollars (\$45,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

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

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

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

**Section 2.** *Expansion of the Park Boundaries; Inclusion of Property.* The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement to include the Property in the Park. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

[End of Ordinance]

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: July 16, 2024  
Second Reading:  
Public Hearing:  
Third Reading:

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



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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**PROJECT FLARE**

**Effective as of: [            ], 2024**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [\_\_\_\_\_] , 202[ ] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as Project Flare, a [\_\_\_\_\_] organized and existing under the laws of the State of [ ], (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

### W I T N E S S E T H :

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

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

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

WHEREAS, the Company has committed to establish a multi-family housing project in the County consisting of approximately 312 units (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Forty-Five Million and 00/100 Dollars (\$45,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [\_\_\_\_\_] , 2024 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park; and

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

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

### ARTICLE I REPRESENTATIONS

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

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

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

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

## ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

**Section 2.1. Investment Commitment.** The Company shall invest not less than Forty-Five Million and 00/100 Dollars (\$45,000,000) in taxable property in the Project ("Investment Commitment") by [\_\_\_\_\_] 2029 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the

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

**Section 2.2. Public Infrastructure Commitment.**

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the “Non-Workforce Housing Public Infrastructure”), as well as that portion of the overall Project investment attributable to the construction of housing units with rental rates qualifying such units as “workforce housing” (collectively, the “Workforce Housing Public Infrastructure”). For purposes of this Agreement, “workforce housing” shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 30% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning between 80% and 120% of the area median income, as published by Fannie Mae, for the Project location of [\_\_\_\_\_], [\_\_\_\_\_], South Carolina.

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

(c) Following the Certification Date, the County’s Economic Development Department shall have 30 days (“Verification Deadline”) to verify the Company’s investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County’s Economic Development Department shall, on a date no

later than the Verification Deadline (the “Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Company Public Infrastructure investment, including specifically the Certified Workforce Housing Unit Level to be maintained during the Credit Term, as defined on Exhibit C hereto. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs and agreement as to the Certified Workforce Housing Unit Level submitted by the Company, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

**Section 2.3. Public Infrastructure Credit.**

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

(b) On or before each April 30 immediately following the December 31 of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit, the Company shall submit to the County Auditor an annual Public Infrastructure Credit certification, substantially in the form of Exhibit D hereto, reflecting the calculation of the Public Infrastructure Credit to which the Company is entitled for such tax year (e.g., December 31, 2025 corresponds to tax year 2026, with a Public Infrastructure Credit certification deadline of April 30, 2026). Following receipt of such certification, the County shall prepare and issue the Company’s annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement, as may be adjusted pursuant to such certification (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

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

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

**Section 2.4. Filings; Administration.** To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the

terms of the County’s Resolution dated November 7, 2023, which is attached hereto as Exhibit E, as may be amended by subsequent resolution, with respect to the Company.

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

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

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

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

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2029;

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

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

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

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

**Section 3.2. Remedies on Default.**

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

## **ARTICLE IV MISCELLANEOUS**

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

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

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

as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

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

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

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

**Section 4.5. Limitation of Liability.**

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

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

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

**Section 4.6. Indemnification Covenant.**

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



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

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

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

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

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

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

with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
---	--

if to the Company:	Project Flare
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Attn: [\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Phone: [\_\_\_\_\_]
Fax: [\_\_\_\_\_]

with a copy to

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.540.2188
Fax: 803.727.1469

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

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding Five Thousand and 00/100 Dollars (\$5,000) \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, “Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys’ fees. Administration Expenses do not include any costs, expenses, including attorneys’ fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

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

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

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

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

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

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

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

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

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

*[TWO SIGNATURE PAGES FOLLOW]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

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

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

**PROJECT FLARE**

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

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

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

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

**EXHIBIT A**

**LAND DESCRIPTION**

**[TO BE INSERTED.]**

**EXHIBIT B** (See Section 2.2)

**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes Non-Workforce Housing Public Infrastructure and Workforce Housing Public Infrastructure, as listed below;

<u>Description</u>	<u>Budget</u>
Sewer Improvements	\$200,000
Access Road	\$500,000
Construction costs derived from Certified Workforce Housing Unit Level	

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

**EXHIBIT C (See Section 2.3)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure; provided further that such 50% Public Infrastructure Credit shall be subject to reduction for any year of the Credit Term for which the Certified Workforce Housing Unit Level is not maintained, as set forth in greater detail, and to the extent required by, Exhibit D hereto.

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



**EXHIBIT D (See Section 2.3)**

**PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION**

Reference is made to that certain Public Infrastructure Credit Agreement dated as of [ ], (the “Agreement”) by and between a company identified for the time being as Project Flare (the “Company”), and Richland County, South Carolina (the “County”). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

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

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

(2) The total Certified Workforce Housing Unit Level as of the Verification Date is \_\_\_\_\_ units.

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

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

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

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

OR

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

D-1

Formula:

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

By way of example, in the event that the Annual Certified Workforce Housing Unit Level is 128 units and the Certified Workforce Housing Unit Level is 160 units resulting in a Workforce Housing Shortfall Percentage of 20%, the applicable Public Infrastructure Credit percentage would be reduced from 50% to 40%.

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

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

PROJECT FLARE

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

**EXHIBIT E (See Section 2.4)**

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

See attached.

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND        )

**A RESOLUTION**

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

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

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

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

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

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

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

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

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

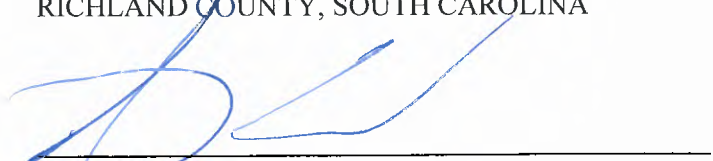
**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA



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Chair, Richland County Council

(SEAL)

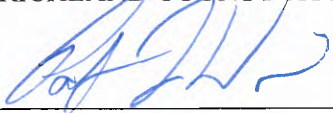
ATTEST:



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Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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No Opinion Rendered As To Content

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Aubrey K. Jenkins	<b>Title:</b>	Analyst
<b>Department:</b>	Information Technology	<b>Division:</b>	Business Systems
<b>Date Prepared:</b>	July 9, 2024	<b>Meeting Date:</b>	July 16, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	July 10, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	July 10, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 10, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Strategic Planning Ad Hoc		
<b>Subject</b>	Website Redesign Project – (ARPA) Enterprise Software Expenditure		

**RECOMMENDED/REQUESTED ACTION:**

The Website Redesign Project Evaluation Committee recommends approval, upon successful negotiations, to proceed with a contract with the top ranked vendor.

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:**

At its 07 June 2022 meeting, County Council approved the allocation of \$350,000 in American Rescue Plan Act (ARPA) funding for “County Website Redesign and Enhancement.”

*Applicable fund, cost center, and spend category:* Fund: 1200  
Cost Center: Public Safety Grant  
Spend Category: Other Capital

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Request for Proposals RC-655-P-24 was issued for the Website Redesign Project on March 6, 2024. Responses were due April 11, 2024, and there were 36 submissions. Due to the number of submissions, the evaluation team was given six weeks to conduct their reviews. Once reviews were complete, a ranking was established, and the top six firms were invited to present. The team was given the opportunity to adjust scoring if they felt it necessary based on the interviews. At the conclusion of the interview round, Granicus, LLC was the highest ranked offeror.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

The proposed response should be Section 508 compliant to comply with the Americans with Disability Act guidelines.

**MOTION OF ORIGIN:**

Ms. Barron noted the committee recommended allocating the American Rescue Plan funding as follows:

- Public Health -- \$15,000,000 (27.21%)
- Public Safety -- \$10,448,013 (18.95%)
- Community Investment -- \$19,000,000 (34.46%)
- Cybersecurity/Technology -- \$10,686,000 (19.38%)

Council Member	Report of the Coronavirus Ad Hoc Committee
Meeting	Regular Session
Date	June 7, 2022

**STRATEGIC & GENERATIVE DISCUSSION:**

The County seeks to revitalize the design and user experience of [www.richlandcountysc.gov](http://www.richlandcountysc.gov) for the residents of Richland County by selecting a website vendor with a strong history of successful municipal implementations. The vendor must also possess capabilities of analyzing and updating content from the current site to ensure full ADA compliance. A modern, intuitive website for residents will expand reach, achieve legislation compliance, and increase self-service, engagement and trust.

Based on the detailed review and scoring of 36 proposals followed by six one-hour offeror demonstrations and presentations to the evaluation committee, the recommendation to negotiate and secure a contract with Granicus is unanimous among the group which includes members from Information Technology, Public Information, Administration and other key departments.

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

**Goal:** Achieve Positive Public Engagement

*Initiative:* Development and implementation of new County website to include additional customer self-service functions and clear, consistent messaging.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

This is a time-sensitive request as the current website contract expires August 1, 2025.

**SOUTH CAROLINA** )  
 )  
**RICHLAND COUNTY** )

**A RESOLUTION**

**ADOPTING THE 2024 PENNY PROJECTS, PRINCIPLES AND CATEGORIES**

WHEREAS, pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (“Act”) and subject to referendum approval by a majority of qualified electors, Richland County, South Carolina (“County”) authorized, by and through an ordinance (“Penny Ordinance”) adopted by the County Council of the County (“County Council”) as of the date hereof, the imposition of a sales and use tax in the amount of one percent in the County for a period of 25 years (“Transportation Sales and Use Tax”);

WHEREAS, pursuant to the Act, the proceeds of the Transportation Sales and Use Tax may be used by the County to pay for (i) capital transportation needs like highways, roads, streets, bridges, greenbelts, greenways and other transportation-related projects and facilities related to transportation projects, including but not limited to, drainage facilities relating to the highways, roads, streets, bridges, and other transportation-related projects, and (ii) the operating costs of a mass transit system; and (iii) such other costs that may be tethered to a specific transportation-related project or the administration of a specific transportation project;

WHEREAS, the County has identified the current capital transportation needs through a county-wide Transportation Needs Assessment and the submission of requests for improvements from the municipalities located with the County, the University of South Carolina, the SC Department of Transportation, and citizens (collectively, “Current Needs”);

WHEREAS, County Council desires to categorize the Current Needs into Community Investment Projects and County Advancement Projects;

WHEREAS, the County anticipates that there may be future capital transportation needs arising from new or continued growth and development in the County, or arising because of the aging or obsolescence of the County’s infrastructure over the term of the Transportation Sales and Use Tax (“Emerging Needs” and together with Current Needs, the “Capital Needs”);

WHEREAS, the County has received information from the Central Midlands Regional Transit Authority (“COMET”) regarding its mass transit system and funds needed to enhance and continue its services and operations (“COMET Needs” and together with the Capital Needs, “Transportation Needs”);

WHEREAS, based on information made available to the County, the County estimates the cost of the Transportation Needs of the County, adjusted for inflation, are approximately \$8 billion;

WHEREAS, based on information made available to the County, the County estimates that it will collect \$4.5 billion from the Transportation Sales and Use Tax during its term (“Proceeds”);

WHEREAS, recognizing that there will be insufficient Proceeds to meet all of the Capital Needs, County Council desires to adopt principles and policies which the Transportation Department of the County shall use to administer the Transportation Sales and Use Tax and determine which Capital Needs to address and include in the annual budget for each fiscal year for expenditure of the Proceeds, which shall be approved by the County Council;

WHEREAS, at the direction of County Council, the Transportation Penny Advisory Committee (“TPAC”) met over a series of months and developed a recommendation on (i) the categorization of the



Current Needs as either Community Investment Projects or County Advancement Projects and (ii) the principles and policies for the allocation of the Proceeds to the Capital Needs; and

WHEREAS, the Transportation *Ad Hoc* Committee received and considered the recommendation of the TPAC at a series of meetings and has now recommended County Council adopt the Principles (“Principles”), the final form of which is attached to this Resolution as Schedule I, which include a weighted project scoring system reflecting the priorities of County Council for funding the Capital Needs.

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

**Section 1.** County Council hereby adopts the Principles and directs that County staff, including specifically, the Transportation Department, utilize and adhere to the Principles in administering the Transportation Sales and Use Tax and in determining the Capital Needs to be funded from the Proceeds each fiscal year.

**Section 2.** County Council confirms that the Principles identify the Current Needs of the County, as are more particularly described on Exhibit A to Schedule I attached to this Resolution, and that the Current Needs, together with any Emerging Needs identified under the procedures set forth in the Principles, will be funded with the Proceeds, subject to availability and the allocations as described in the Ordinance.

**Section 3.** County Council confirms that the Principles identifies the COMET Needs, as are more particularly described on Exhibit B to Schedule I attached to this Resolution. County Council acknowledges that it will provide Proceeds, subject to availability and the allocations as described in the Ordinance, to the COMET to fund the COMET Needs.

**Section 4.** County Council acknowledges that the Principles were developed with the advice and recommendation of the TPAC following receipt of input from the citizens and other stakeholders in the County and professional advice from third-party engineers and County staff. The Principles represent an objective, equitable and efficient framework to administer and allocate the Proceeds of the Transportation Sales and Use Tax to the numerous Capital Needs of the County.

**Section 5.** This Resolution is effective after its approval by the County Council.

RESOLVED: July 16, 2024

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

**SCHEDULE I**

**2024 Penny Projects, Principles and Categories**

**(see attached)**

**RICHLAND COUNTY, SOUTH CAROLINA  
2024 PENNY PROJECTS, PRINCIPLES AND CATEGORIES**

**INTRODUCTION**

This document shall serve as a guide to the implementation of and application of revenues collected from a new one percent (1%) sales and use tax (“New Penny”) to be imposed in Richland County (“County”) subject to referendum approval on November 5, 2024. This document reflects the recommendations of the Transportation Penny Advisory Committee (“TPAC”) and the Transportation *Ad Hoc* Committee (“TAHC”) of County Council. The purpose of the New Penny is to provide funding for (i) the current capital transportation needs of the County which were identified through (A) a county-wide Transportation Needs Assessment (“Needs Assessment”) conducted by Stantec, Inc. and (B) other requests submitted to the County, including from the municipalities located with the County, the University of South Carolina, the SC Department of Transportation, and citizens (collectively, (A) and (B) are “Current Needs” and described on the attached **Exhibit A**), and (ii) the expected future transportation needs resulting from new or continued growth and development in the County, or arising because of the aging or obsolescence of the County’s infrastructure over the term of the New Penny due to normal wear or a weather-related event (“Emerging Needs”).

The County acknowledges there are needs described in the Needs Assessment that were identified and slated to be funded from the sales and use tax imposed in 2012 that are viable but have not been funded (“2012 Needs”). The County is also mindful of the importance of the continued vitality of the COMET mass transit system and addressing the needs of the COMET identified and communicated by its board of directors and attached as **Exhibit B** (“COMET Needs,” and together with 2012 Needs, Current Needs and Emerging Needs, “Transportation Needs”).

The Transportation Needs have been assigned to one of the three categories established by the County Council: (1) Community Investment; (2) County Advancement; and (3) COMET Enhancement. These three categories will appear on the ballot on November 5, 2024. A summary of the Transportation Needs that fall within each category is shown on the attached **Exhibit C**.

**PRINCIPLES**

**A. GENERAL CONDITIONS**

The funding of Transportation Needs from revenues collected from the New Penny is at all times subject to the following:

1. The Transportation Need must be addressed in accordance with applicable policies and ordinances of the County;
2. The Transportation Need should support or further the current strategic objectives of the County as periodically adopted by County Council;
3. Compliance with statutory and regulatory requirements including, specifically, SC Revenue Ruling #22-2; and

4. The proceeds of the New Penny shall be expended equitably across the County and each County Council district shall receive a minimum of \$20 million in funding from the New Penny for projects in the Community Investment or County Advancement categories.

## **B. ADDRESSING TRANSPORTATION NEEDS**

The New Penny will be administered by the Transportation Department of the County. Accordingly, County Council established the following principles for the Transportation Department to follow when preparing the recommendation of which Transportation Needs would be funded in a fiscal year (each, a “Project”) from the available revenues collected from the New Penny or the available proceeds of any bonds issued and repaid from the proceeds of the New Penny.

### *2012 Needs*

A guiding principle of the New Penny shall be that the 2012 Needs will be addressed first. The 2012 Needs shall be prioritized in accordance with any applicable ordinance of the County. In the absence of an applicable ordinance, the 2012 Needs will be addressed in order (from highest to lowest) based on the respective Project Score (defined below) assigned to each by the Transportation Department.

### *Remaining Transportation Needs*

There are programmatic expenditures described in the Need Assessment for Resurfacing, Sidewalks and Dirt Road Paving (“Programmatic Expenditures”). They shall be prioritized in accordance with any applicable ordinance of the County. In the absence of an applicable ordinance, the Programmatic Expenditures will be addressed in order (from highest to lowest) based on the respective Project Score (defined below) assigned to each by the Transportation Department.

The Transportation Department will apply the following principles to each Transportation Need to determine its Project Score. Transportation Needs with higher Project Scores should be prioritized for funding over other Transportation Needs within the same category. Transportation Needs should be reassessed periodically and scoring updated, if applicable.

1. Additional Funding Sources (up to ten (10) points). The existence of matching state or federal funds and any associated deadline (*if state or federal funds are available, or could become available, and enable the County to leverage the proceeds of the New Penny to complete a Transportation Need, then the Transportation Need should be prioritized*).

a. One (1) point for every ten percent (10%) contribution toward Project Cost by the outside funding source.

2. Overall Impact and Cost Ratio (up to twenty (20) points). The number of County residents affected by Transportation Need subject to the following factors:

a. One (1) point for every one thousand (1,000) Average Annual Daily Traffic (AADT);

- b. In case of a road that serves and the primary means of access to a community, one (1) point for every five hundred (500) AADT.
- c. In case of a road that serves as the sole means of ingress and egress for a community, one (1) point for every one hundred (100) AADT.

3. Safety (up to twenty-five (25) points). The effect a Transportation Need would have on improving public safety subject to the following factors:

- a. Two (2) points for every signalized crosswalk;
- b. Two (2) points for one-way traffic crosswalk from refuge to refuge point;
- c. Ten (10) points for every mile of new sidewalk;
- d. Five (5) points for ability to meet four-hour or pedestrian warrant analysis with improved traffic control;
- e. Five (5) points for reducing the vehicle to vehicle conflicts by fifty percent (50%);
- f. Five (5) points for reducing the vehicle to pedestrian conflicts by fifty percent (50%);
- g. Five (5) points if the road serves as the primary means of access to a community;
- h. Five (5) points if the road serves as the sole means of ingress and egress for a community;
- i. Fifteen (15) points to address a critical issue caused by a weather-event.

4. Improvement of Overall Condition (up to ten (10) points). The effect a Transportation Need would have on removal of blight or improvement of blighted conditions subject to the following factors:

- a. Five (5) points for restoring the roadway system surfaces;
- b. Three (3) points for removing standing water;
- c. Three (3) points for adding or improving the drainage system;
- d. Five (5) Points for ability to clear aged and rundown roadside blight within the right-of-way (ROW).

5. Economic Development (up to twenty (20) points). The impact a Transportation Need would have on economic development activity in the County subject to the following factors:

- a. Ten (10) points for opening transportation corridor to a planned County development area;
- b. Ten (10) points for supporting a committed economic development project;
- c. Five (5) points for providing capacity to alternative roadways or intersections that will serve ingress or egress routes for planned economic development areas.

6. Public Support (up to fifteen (15) points). The input of the public or other stakeholders in the County (e.g. municipalities).

- a. Five (5) points to a project identified in the Needs Assessment;

- b. Five (5) points to a project indicated in the upper fifty percent (50%) of priority by the stakeholder;
- c. Ten (10) points to a project indicated in the upper twenty-five percent (25%) of priority by the stakeholder.

Below is an example of how two different Transportation Needs might be scored and compared. In this instance, it is anticipated the Transportation Department would first pursue Need 2 because of its higher Project Score.

	<i>Additional Funding</i>	<i>Impact/Cost</i>	<i>Safety</i>	<i>Overall Condition</i>	<i>Economic Development</i>	<i>Public Support</i>	<i>Project Score<sup>1</sup></i>
<i>Need 1</i>	5	5	5	5	5	5	30
<i>Need 2</i>	8	15	23	9	20	12	86

**C. PROJECT CATEGORIES**

The County Council has established three broad categories into which Projects shall be grouped: Community Investment Projects, County Advancement Projects and COMET Enhancement Projects.

1. Community Investment Projects: These Projects address the integrity, safety, reliability and sustainability of the transportation infrastructure in local communities and impact the day-to-day activities of citizens and local businesses. These Projects may include viable and unfunded 2012 penny projects as well as road improvements, widening, resurfacing, paving of dirt roads, intersection improvements, bikeways, greenbelts, greenways sidewalks, and other pedestrian-friendly enhancements;
2. County Advancement Projects: These Projects target the expansion of transportation infrastructure to achieve, support and sustain economic growth on a county-wide basis. These Projects may include new construction, improvements and widening for major roadways, intersections and commuting corridors; and
3. COMET Enhancement Projects: These Projects target the operation and expansion of the COMET. These Projects may include operational sustainability, establishment of new routes, new construction and improvements to enhance rider safety and comfort, and acquisition of new buses and other modes of transportation.

In general, County Advancement Projects shall be defined by the following characteristics and such other consistent factors as may be identified by the Transportation Department:

1. Traffic volume over 10,000 AADT;

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<sup>1</sup> To the extent one or more Projects have equal scoring, the Transportation Department will develop a recommendation for a tie breaker and present the recommendation to the TAHC along with such other information as may be reasonably requested by the TAHC. The TAHC will then determine whether to accept the recommendation or reject the recommendation and seek additional information. . If the TAHC determines that the Projects are of high significance, it may submit the tiebreak recommendation for consideration by the full County Council.

2. Major transportation corridor to interstate access;
3. Widening projects with complete streets; and
4. Affecting a major growth area for new development.

**D. EMERGING NEEDS**

The County Council's plan for the New Penny anticipates the presence of Emerging Needs. To identify and track Emerging Needs, the Transportation Department shall undertake the following:

1. Working with TPAC, establish a protocol for identifying, tracking and addressing Emerging Needs;
2. The process should occur in regular intervals at least semi-annually commencing with the first calendar year occurring after the year in which the New Penny is imposed;
3. The protocol should solicit input from County Administration, each member of County Council and other stakeholders, including the entities represented in the Needs Assessment;
4. TPAC shall review any newly proposed Emerging Needs and make a recommendation to TAHC regarding which proposed Emerging Needs should be addressed by the New Penny;
5. TAHC should review and approve the compiled list of Emerging Needs and then send to County Council for approval; and
6. Once the Emerging Needs are established, the Transportation Department shall assign each of them a Project Score and then appropriately prioritize them in their program of work for the New Penny.

**E. MANAGEMENT OF THE NEW PENNY**

The Transportation Department shall be charged with the primary responsibility to manage the Projects to be undertaken with the proceeds of the New Penny. To accommodate the timely submission of the County's overall budget to County Council for consideration, the County Administrator will prepare a proposed annual budget for the New Penny for the next succeeding fiscal year together with a statement describing the important features of the proposed budget. The proposed budget and statement will be based on the recommendation from the Transportation Director of the Projects for the corresponding fiscal year that were determined in accordance with Section A.

The annual budget may be modified by the County Council in accordance with its established procedures to address unforeseen or exigent circumstances.



**F. NEW PENNY; ROLE OF TPAC**

The TPAC shall hold regular meetings and receive updates on the progress of the New Penny. The TPAC may seek and receive community input with respect to the implementation of the New Penny. From time to time, the TPAC may be asked to provide input on particular Transportation Needs and/or Project Scoring. All TPAC input shall be provided to the TAHC for deliberation and, if necessary, a final recommendation to County Council. The TPAC shall also take an active role with respect to Emerging Needs as described herein. The TPAC, in cooperation with the County Council and TAHC, shall conduct an Annual State of the Penny to keep citizens informed regarding progress in address the Transportation Needs.

**EXHIBIT A**  
**CURRENT NEEDS**

## Summary of Current Needs

### Community Investment Needs

<u>Type</u>	<u>Amount (in millions)</u>
<i>Intersections</i>	216.70
<i>Bikeways</i>	43.10
<i>Greenways/Pedestrian</i>	155.55
<i>Nonprogrammatic Sidewalk</i>	32.95
<i>Programmatic (Resurfacing, Sidewalk, Dirt Road)</i>	1090.00
<i>Special</i>	<u>168.40</u>
<b>Subtotal</b>	1706.70
(PE, RW, Utility, CEI @ 60%)	<u>1024.02</u>
Total Community Investment Needs Estimated Cost (not adjusted for inflation)	2730.72

### County Advancement Needs

<u>Type</u>	<u>Amount (in millions)</u>
<i>Widening</i>	738.9
<i>Special</i>	64.7
<i>Intersections</i>	20.0
<i>Programmatic (Resurfacing )</i>	<u>75.0</u>
<b>Subtotal</b>	898.60
(PE, RW, Utility, CEI @ 60%)	<u>539.16</u>
Total County Advancement Needs Estimated Cost (not adjusted for inflation)	1437.76

### Total Current Needs

4168.48

Community Investment Needs

<u>Project</u>	<u>Type</u>	<u>Base Cost</u>		<u>Source</u>
		<u>in millions</u>	<u>District</u>	
SC 60 & Columbiana Drive	Intersection	4.2	2	COG
Lawton Street& Monticello Road	Intersection	4.2	4	COG
Broad River Road & Shivers Road	Intersection	4.2	2,4	COG
Broad River Road & Riverhill Circle	Intersection	4.2	4,5	COG
Broad River Road & Piney Woods	Intersection	4.2	2,4	COG
SC 6 at Village Lane	Intersection	2.8	1	COG
SC 6 at Leamington Way	Intersection	2.8	1	COG
Frye Road & US 21	Intersection	3.9	3	COG
Hollingshed at Lost Creek Dr	Intersection	2.8	1	COG
Hollingshed at Raintree Dr	Intersection	2.8	1	COG
Browning Road (Frontage Rd) S-2892 & Zimelcrest Dr S-672	Intersection	3.9	5	COG
Broad River Road & Hopewell Church Road	Intersection	3.9	1	COG
Sparkleberry Lane & Wotan Road	Intersection	3.9	9	COG
Sparkleberry Land & Viking Drive	Intersection	4.1	9	COG
Kennerly Rd S-217 & Old Tamah Rd S-244	Intersection	5.4	1	COG
Bluff Road & St Marks Road	Intersection	5.5	10	COG
SC 16 (Beltline Blvd)/S-228 (English Ave)	Intersection	3.9	4	COG
Langford Road/Wilson Boulevard/Blythewood Road	Intersection	7.2	2	Blythewood
Rimer Pond Road and Wilson Boulevard	Intersection	5.5	2	Blythewood
US 176/Bickley Rd	Intersection	2.9	1	Public Input
Dutch Fork Rd/Mill Place Ct.	Intersection	2.9	1	Public Input
Broad River/Centerfield (Spring Hill HS)	Intersection	3.5	1	Public Input
Assembly/Lady	Intersection	0.6	5	Public Input
Assemlby/Gervais	Intersection	0.6	5	Public Input
Huger/Lady	Intersection	0.6	5	Public Input
Huger/Gervais	Intersection	0.6	5	Public Input
Lakeshore Dr/Forest Lake Place	Intersection	2.9	6	Public Input
N Springs/Mill Field Rd	Intersection	2.9	8	Public Input
Clemson Rd/Ashcroft Circle	Intersection	2.9	9	Public Input
Bluff/Lower Richland Blvd	Intersection	4	10	Public Input
Bluff Rd/MLK Blvd	Intersection	4	10	Public Input
Bluff/Congaree Rd	Intersection	4	10	Public Input
Olympia Ave/Bluff Rd	Intersection	3.5	10	Public Input
Bookman Rd/Old Two Notch/Plantation Pt	Intersection	3.5	9	Public Input
Millwood Ave/Carlisle St	Intersection	2.9	6	Public Input
N Springs Rd/S Springs Rd	Intersection	2.9	8	Public Input
Two Notch Rd/Polo Rd	Intersection	2.9	8,9	Public Input
Millwood Ave/Gladden Street	Intersection	1	6	Public Input
US 601 (McCords Ferry Rd/Screaming Eagle Rd)	Intersection	3.5	10	Public Input
US 76 at Three Dog Road	Intersection	4.2	1	DOT
US 76 at Mt. Vernon Church	Intersection	4.2	1	DOT
US 76 at Johnson Marina Road	Intersection	4.2	1	DOT
US 176 at Columbia Ave	Intersection	4.2	2	DOT
US 321 at Blythewood Rd	Intersection	4.2	2	DOT
Tobacco Barn/Loner/Blythewood Rd	Intersection	4.2	2	DOT
Riverbanks Zoo/Greystone/Candy Ln	Intersection	2.8	5	DOT
Olympia/Heyward/Wayne	Intersection	2.8	5	DOT
Bethel Church/Atascadero	Intersection	2.8	5	DOT
Crane Church/Heyward/Brockington/Dubard Boyle	Intersection	3.9	7	DOT
US 321/Campground	Intersection	3.9	7	DOT
US 321 (Multiple Turnlanes - Muller/Cedar Creek/Lorick/Koon Store/Dubard Boyle	Intersection	4.2	7	DOT
Clemson/Winslow	Intersection	3.9	7	DOT
Longtown/Rimer Pond	Intersection	4.2	8	DOT

	SC 48/Pineview	Intersection	3.9	10	DOT
	US 378/East Exchange	Intersection	3.9	11	DOT
	US 378/Pineview	Intersection	4.2	11	DOT
	US 378/Old Garners Ferry	Intersection	2.8	11	DOT
	US 378/Trotter/Old Garners Ferry	Intersection	4.2	11	DOT
	Ridge Road/Lower Richland	Intersection	3.9	11	DOT
	Ridge Road/Harmon	Intersection	3.9	11	DOT
	US 378/Old Eastover Road	Intersection	4.2	11	DOT
<b>Subtotal Intersections</b>			<b>216.70</b>		
	Two Notch (from N. Beltline Blvd to Decker Blvd)	Bikeway	1	3	COG
	Decker (from Two Notch Rd to Percival Rd)	Bikeway	1	3	COG
	Broad River (from Lake Murray Blvd to Greystone Blvd)	Bikeway	1	1	COG
	Lady (from Huger St to Park St)	Bikeway	1	5	COG
	Saluda (from Wheat Street to Blossom St/Devine St/Greene St)	Bikeway	1	5	COG
	Hampton St (from Huger St to Harden St)	Bikeway	1.8	3,4,5	COG, Columbia
	Washington (from Wayne St to Pickens St)	Bikeway	1.5	4,5	COG, Columbia
	Lincoln St (from Lady St to College)	Bikeway	1	5	COG
	Pickens (from Washington St to Rosewood Ave)	Bikeway	1.8	4,5,10	COG, Columbia
	Gervais (from Park St to Millwood Ave)	Bikeway	1	4,5,3	COG
	Pickens (from Wheat St to Calway Alley)	Bikeway	1	5	COG
	Greene (from Pickens St to Saluda Ave)	Bikeway	1	5	COG
	Harrison (from Two Notch Rd to Forest Dr)	Bikeway	1	3,6	COG
	Beltline (from Valley Rd to Forest Dr)	Bikeway	1	3	COG
	Assembly St (from Calhoun to Blossom St)	Bikeway	1	4	COG
	Catawba (from Lincoln St to Sumter St)	Bikeway	1	5	COG
	Whaley (from Lincoln St to Pickens St)	Bikeway	1	5	COG
	Devine St (from Harden St to Millwood Ave)	Bikeway	1	5,6	COG
	Bluff (from Norfolk Southern RR to Virginia St)	Bikeway	1	10	COG
	Covenant (from Two Notch Rd to Bethel Church Rd)	Bikeway	1	6,3	COG
	Wayne (from Elmwood Ave to Hampton St)	Bikeway	1	5,4	COG
	King (from Wheat St to Blossom St)	Bikeway	1	5	COG
	Wheat St (from Pickens St to Harden St)	Bikeway	1	5	COG
	Henderson (from Wheat St to St. James St)	Bikeway	1	5	COG
	Wheat (from Harden St to King St)	Bikeway	1	5	COG
	Marion Street (from Calhoun to Pendleton)	Bikeway	1	4,5	Columbia
	Sumter Street Bike Lane/Cycle Track (from Franklin to Blossom)	Bikeway	3	4,5	Columbia
	Garners Ferry Shared Use Path (from Hazelwood to Devine)	Bikeway	4	6,11	Columbia
	Laurel Cycle Track (from Harden to Riverfront Park)	Bikeway	3	3,4,5	Columbia
	Kennerly Rd (from Freshly Mill Rd to St Johns Rd)	Bikeway	1	1	Public Input
	Broad River Rd (from Beatty Rd to River Hill Circle)	Bikeway	1	2	Public Input
	Broad River Rd (from St Andrews Rd to Elmwood Ave)	Bikeway	1	4,5	Public Input
	Beatty Rd (from Fernandina Rd to Broad River Rd)	Bikeway	1	2	Public Input
	Clemson Rd (from Rhame Rd to Sparkleberry Ln)	Bikeway	1	9	Public Input
<b>Subtotal Bikeways</b>			<b>43.1</b>		
	Woodbury/Old Leesburg Conn (Connecting Woodburg Drive with Old Leesburg Road)	Greenway	0.9	11	2012 Penny Project
	Dutchman Blvd Conn	Greenway	0.85	4	2012 Penny Project
	Crane Creek A (from Monticello Rd to Three Rivers)	Greenway	12.6	4	2012 Penny Project
	Crane Creek C (Crane Forest)	Greenway	6.5	7	2012 Penny Project
	Gills Creek B (from Wildcat Creek to Fort Jackson)	Greenway	22.7	6,11	2012 Penny Project
	Gills Creek C (from Trenholm Road to Lake Katherine)	Greenway	2.8	6	2012 Penny Project
	Smith/Rocky Branch A (from Three Rivers to Clement Rd)	Greenway	3.5	4	2012 Penny Project
	Smith/Rocky Branch B (from Clement Rd to Colonial Dr)	Greenway	8.9	4	2012 Penny Project
	Vista Greenway expansion and Columbia Riverwalk	Greenway	94.8	4,5	Columbia
	Monticello Rd-Eau Claire Highschool	Pedestrian	1	4	DOT
	Three Rivers Greenway - River Drive Bridge Pedestrian Access on Southside	Pedestrian	1	5	DOT
<b>Subtotal Greenway/Pedestrian</b>			<b>155.55</b>		

	Fort Jackson Blvd (from Wildcat to I-77)	Nonprogram Sidewalk	0.6	6	2012 Penny Project
	Shandon St (from Wilmot Ave to Wheat St)	Nonprogram Sidewalk	0.15	5	2012 Penny Project
	Shandon St (from Rosewood to Heyward)	Nonprogram Sidewalk	0.15	5	2012 Penny Project
	Prospect (from Wilmot Ave to Yale)	Nonprogram Sidewalk	0.45	5	2012 Penny Project
	Assembly Street (from Whaley St to Beltline Blvd)	Nonprogram Sidewalk	4.9	5,10	2012 Penny Project
	Clemson Rd (from Longtown to Two Notch Rd)	Nonprogram Sidewalk	6.7	7,8,9	2012 Penny Project
	Broad River (from Harbison Blvd to Bush River Rd)	Nonprogram Sidewalk	7.5	2	2012 Penny Project
	Two Notch Rd (from Alpine Rd to Spears Creek Ch Rd)	Nonprogram Sidewalk	8.5	3,7,8,9	2012 Penny Project
	Huger St (from Blossom St to Gervais St)	Nonprogram Sidewalk	0.9	5	2012 Penny Project
	Broad River Rd (from I-26 to Harbison Blvd)	Nonprogram Sidewalk	3.1	2	2012 Penny Project
			<b>32.95</b>		
<b>Subtotal Nonprogram Sidewalk</b>	Resurfacing	Programmatic	690	All	includes all requests (e.g. County, municipal, DOT, University)
	Sidewalks	Programmatic	200	All	includes all requests (e.g. County, municipal, DOT, University)
	Dirt Road Paving	Programmatic	200	All	
<b>Subtotal Programmatic</b>			<b>1090.00</b>		
	Forest Dr Utility Undergrounding (from N. Beltline Blvd to Trenholm Rd)	Special	6	3	Forest Acres
	Traffic Signal Upgrades	Special	6	3	Forest Acres
	Assembly Phase 2 Streetscape (from Pendleton St to Lady St)	Special	5	4,5	Columbia
	Bollard Installation in hospitality districts	Special	14.5	Various	Columbia
	Greenway Signage	Special	0.5	Various	Columbia
	Assembly Phase 3 Streetscape (from Lady St to Elmwood)	Special	43.2	4,5	Columbia
	Harden Street Phase 2 (from Gervais St to Colonial - excluding Read Street to Walker Solomon)	Special	75.2	3,4,5	Columbia
	Devine Street Phase 1 (from Millwood to Harden)	Special	2	5,6	Columbia
	Devine Street Phase 2 (from Millwood Avenue to Interstate 77)	Special	15	5,6, 11	Columbia
	US-378 Median Crossover Evaluation	Special	1	10	DOT
<b>Subtotal Special</b>			<b>168.4</b>		
<b>Subtotal Community Investment Needs (Base Cost)</b>			<b>1706.70</b>		
	(PE, RW, Utility, CEI @ 60%)		1024.02		
	<b>Total Community Investment Needs Estimated Cost (not adjusted for inflation)</b>		<b>2730.72</b>		

**County Advancement Needs**

<u>Project</u>	<u>Type</u>	<u>Base Cost (in millions)</u>	<u>District</u>	<u>Source</u>
Two Notch Road US 1 Pontiac (from Richland County Line to S-53 Spears Creek)	Widening	38.3	9	COG
Kennerly Rod S-129 (from Hollingshed Rd to Broad River Rd)	Widening	17.3	1,2	COG
Shady Grove Rd (from Broad River Rd to Koon Rd)	Widening	33.6	1	COG
Broad River Rd US 176 North (from I-26 to Chapin Rd)	Widening	46.2	1	COG
Lost Creek Rd (from Broad River Rd to Boat Ramp Rd)	Widening	38.8	1,2	COG
Hardscrabble Rd North (from Langford Rd to Kelly Mill Rd)	Widening	13.6	2,8,9	COG
Rauch Metz Road (from Dutch Fork Rd to Broad River Rd (US 176))	Widening	20.4	1	COG
Pineview Road (from Shop Rd to Bluff Rd)	Widening	9	10	2012 Penny Project
Broad River Rod (I-26 (Exit 97) to Dutch Fork Rd)	Widening	21.6	1	2012 Penny Project
Polo Road (Two Notch Rd to Mallet Hill)	Widening	20.7	8, 9, 10	2012 Penny Project
US 76 (from Broad River Rd (US 176) to SC 6)	Widening	31.5	1	Public Input
US 76 (from Shadowood Dr to Richland County Line)	Widening	63.5	1	Public Input
Langford Rd (from Main St to Hardscrabble Rd)	Widening	58.7	2	Public Input
Main St (US 21) (from I-77 (Ex 24) to Langford)	Widening	42	2	Public Input
Blythewood Rd (from I-77 (Ex 27) to Main St)	Widening	10.4	2	Public Input
Longtown Rd (from Farrow Rd to Longtown Rd E/W)	Widening	38.6	7	Public Input
N Springs Rd (from Brickyard Rd to Clemson Rd)	Widening	17.3	8	Public Input
Spears Creek Ch Rd (from I-20 (Ex 82) to Percival Rd)	Widening	62.1	9	Public Input
Garners Ferry Rd (from Trotter Rd to Lower Richland Blvd)	Widening	28.8	11	Public Input
Patterson Rd (from Garners Ferry Rd to Caroline Rd)	Widening	8.3	11	Public Input
Bookman Rd S-53 (from Two Notch Rd to Kelly Mill Rd)	Widening	24	9	Public Input
Percival Rd (from Forest Dr to Decker Blvd)	Widening	15	3,6	Public Input
Percival Rd (from I-77 to Clemson Rd)	Widening	52.8	3,10	Public Input
Rimer Rd (from US 21 to Hardscrabble)	Widening	3.9	2	DOT
Rabon Rd (from SC 555 to US 1)	Widening	3.9	2	DOT
Beltline Blvd (from Elmhurst to River Dr)	Widening	3.9	4	DOT
South Stadium Road (from Bluff Rd to the End)	Widening	4.2	10	USC
National Guard Rd (from Bluff Rd to the End)	Widening	4.2	10	USC
Bluff Industrial Blvd (from Bluff Rd to Silo Ct)	Widening	4.2	10	USC
Silo Ct (from Bluff Industrial Blvd to the End)	Widening	2.1	10	USC
<b>Subtotal Widening</b>		<b>738.9</b>		
Assembly Rail Separation	Special	25	5,10	Columbia
Quiet Zones (across Gadsden-Beltline Corridor)	Special	4	4,5	Columbia
Crowson Road Diet	Special	4	6	Columbia
Washington and Marion St Safety Improvements	Special	1	4	Columbia
Salem Church Road (Old Dutch Fork Rd to Dutch Fork Road)	Special	2	1	Irmo
Creech Rd Ext (from Creech Rd to Firetower Ct)	Special	3.5	2	Public Input
New Connector Rd (from Arborwood Rd to Indian Mound Rd)	Special	1.7	6	Public Input
Shop Rd Ext (Phase 3) (from Montgomery Ln to Garners Ferry)	Special	20	11	Public Input
New Connector Rd (from S Stadium Rd to National Guard Rd)	Special	3.5	10	USC

<b>Subtotal Special</b>			<b>64.7</b>		
	Intersections at roads with high traffic volume (>10,000 AADT), at major transportation corridors, completed in connection with widenings with complete streets, or at anticipated growth areas in the County	Intersection	20.0	Various	TPAC
<b>Subtotal Intersections</b>			<b>20.0</b>		
	Resurfacing for roads with high traffic volume (>10,000 AADT), at major transportation corridors, completed in connection with widenings with complete streets, or at anticipated growth areas in the County		75.0	Various	TPAC
<b>Subtotal Programmatic</b>			<b>75.0</b>		
<b>Subtotal Community Advancement Needs</b>			<b>898.60</b>		
(PE, RW, Utility, CEI @ 60%)			539.16		
<b>Total Community Advancement Needs Estimated Costs (not adjusted for inflation)</b>			<b>1437.76</b>		



**EXHIBIT B**  
**COMET NEEDS**

1. CONTINUED SUPPORT OF THE OVERALL OPERATIONS OF THE COMET.

- Funding for existing annual budgeted operations of the COMET

2. EXPAND AND ENHANCE GEOGRAPHICAL COVERAGE THROUGHOUT RICHLAND COUNTY

- Provide more effective and efficient service to the Lower Richland community to establish a micro-transit system, like a customized rideshare service provided by The COMET.
- Provide expanded service throughout Richland County into areas such as Blythewood to better serve businesses like Scout Motors.

2. INCREASE FREQUENCY ON HIGHEST RIDERSHIP ROUTES

- Increase the frequency on six routes ending in 01 (101, 301, 401, 501, 701 and 801).
- By increasing frequency, we can boost ridership and improve access to work, medical facilities and retail.

3. TARGETED CUSTOMIZED FIXED ROUTE PROGRAMS

- Provide customized, fixed-route programs for senior citizens, military, and workforce-related transportation to ease the financial burden of riders needing access to medical appointments, employment and essential travel.

4. DEVELOPMENT OF NEW MULTIMODAL FACILITY AND RECONFIGURATION OF ROUTES

- Substantially enhance passenger convenience and accessibility by reconfiguring the current system to incorporate multiple direct routes, rather than just multiple changes.

## EXHIBIT C

### PROJECT CATEGORIES: MAJOR PROJECTS

#### **Community Investment Projects - 48%:**

##### *Road Resurfacing and Rebuilding [\$690 million]<sup>2</sup>*

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

##### *Pedestrian Safety and Access [\$410 million]*

Installing sidewalks and other pedestrian accommodations to improve access and safety.

##### *Road Paving [\$165 million]*

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

##### *Multimodal Transportation Improvements [\$200 million]*

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

##### *Traffic Safety and Congestion Relief [\$220 million]*

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

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

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

#### **County Advancement Projects - 30%:**

*Widening of roadways to improve capacity and access. Roadways which have been identified for potential widening are as follows: [\$750 million]*

Two Notch Road US 1 Pontiac (from Richland County Line to S-53  
Spears Creek)

Kennerly Rod S-129 (from Hollingshed Rd to Broad River Rd)

Shady Grove Rd (from Broad River Rd to Koon Rd)

Broad River Rd US 176 North (from I-26 to Chapin Rd)

Lost Creek Rd (from Broad River Rd to Boat Ramp Rd)

Hardscrabble Rd North (from Langford Rd to Kelly Mill Rd)

Rauch Metz Road (from Dutch Fork Rd to Broad River Rd (US 176))

Pineview Road (from Shop Rd to Bluff Rd)

Broad River Rod (I-26 (Exit 97) to Dutch Fork Rd)

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<sup>2</sup> Costs provided are estimates of current base construction costs. The costs do not include costs for the related PE, rights-of-way, utility relocation or construction engineering for each project. Additionally, the costs do not account for an inflation over the time period in which the New Penny will be collected. Accordingly, the above dollar amounts should not be deemed as a budget or limitation on funds collected from the New Penny to be allocated to any type of project funded under each category.

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

*Railroad Projects [\$30 million]*

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

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

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

*Traffic Safety and Congestion Relief [\$20 million]*

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

*Road Resurfacing and Rebuilding [\$75 million]*

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

*Emerging County Advancement Needs [\$250 million]*

Expected funds necessary to address emerging needs in the County.

**COMET Enhancement Projects - 22%:**

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



## **REQUEST OF ACTION**

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

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 5.

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

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

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

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

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

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 7,650
Columbia Music Fest Association	\$ 5,000
Nickelodeon Theatre	\$ 5,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 10,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$ 70,075</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY25 - District 7 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 7.

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

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

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

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 1,950
America’s Big Sisters	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 0</b>
<b>Remaining FY2025 Balance</b>	<b>\$ 74,375</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

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

**E. Final Recommendation**

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